VOL. XLVI., No. 26.

The Solicitors' Journal and Reporter.

LONDON, APRIL 26, 1902.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name of the writer.

Contents.

Cases Reported this Week.

CURRENT TOPICS.

WE PRINT elsewhere an order for the transfer of twenty-one causes and matters from Mr. Justice KEKEWICH to Mr. Justice FARWELL. It will be observed that, with only two exceptions, the causes and matters transferred were set down so recently as last month.

THERE ARE symptoms of the convalescence of the Court of Appeal from their recent malady known as "Saturditis." Last Saturday the first division of the court sat at 10 o'clock, instead of 10.30.

AN ALTERATION in the practice relative to security for the costs of an appeal was announced by Lord Justice VAUGHAN WILLIAMS on Wednesday. Hitherto the court, in ordering security to be given, has not usually limited any time for complying with the order. In future a time will be limited; and if, in making an order for security, the court should not expressly mention any limit of time, the period for complying with the order will be fourteen days.

ON MONDAY last Lord Justice VAUGHAN WILLIAMS announced that on the 9th of May he would not be able to sit in court, as he had to be at Carnarvon. It was usual, when one of the members of the court was absent, that interlocutory appeals should be taken. He gave this early notice in order that, if there were any final appeals the parties in which might like to have the advantage of having a particular day fixed for the hearing of their case and were also willing that it should be heard before two judges, such final appeals might be put in the list for that day. If there were any such cases, it would be convenient that they should be mentioned within the next few days.

A "CROWN Tenant" writes to the *Times* to complain of the action of the Office of Woods in connection with the enforcement of repairing covenants in London Crown leases. Those covenants, it appears, require the painting of houses every

fourth year, in the month of August, and "the fourth year happens to fall in 1902." "To make things bright for the coronation," some tenants have begun to paint earlier than usual, but "a letter has been sent out from the Department calling attention to this infringement of the lease, and giving formal notice that the Department will require the houses to be painted over again in August," which seems a little hard. The law of the matter is contained in section 27 of the Crown Lands Act, 1829 (10 Geo. 4, c. 50)—a long consolidating and amending Act. By this section in each Crown lease there shall be contained a proviso or condition for re-entry on non-payment of rent or non-observance or non-performance of the covenants therein, and on the part of the lessee to be observed and performed, and in no lease shall the lessee be made dispunishable for waste, except in leases of mines and of leases for a term not exceeding ninety-nine years, in which leases the lessees may be made dispunishable for waste if the Commissioners of Woods shall think proper. Until 1882, at all events, this enactment placed the lessees entirely at the mercy of the Commissioners of Woods, but the well-known provision of section 14 of the Conveyancing Act, 1881, in all ordinary cases would make the letter of "the Department" a *brutum fulmen*, for the damages for not painting twice in one period of a few months being measured by the injury to the reversion (see *Mills* v. *East London Union*, 21 W. R. 142), would be merely nominal, if not *nil*. But does that provision apply to the Crown? *Le Roy n'est lié par aucun statut, s'il n'y fût expressement nommé.* "It is a well established rule, generally speaking, in the construction of Acts of Parliament, that the king is not included unless there be words to that effect," said ALDERSON, B., in *Attorney-General* v. *Donaldson* (10 M. & W. 117). The 14th section of the Conveyancing Act, 1881, by sub-section 4, no doubt directs that "this section applies although the proviso or stipulation under which the right of re-entry or forfeiture accrues is inserted in the lease in the pursuance of the directions of any Act of Parliament," but there is no express reference to the Crown in this clause. Modern statutes, it may be observed, have frequently expressly directed that the Crown shall be bound by them: see for instance section 150 of the Bankruptcy Act, 1883, and section 27 of the Patents Act, 1883 (passed to get rid of the law as laid down in *Dixon* v. *Small Arms Co.*, 25 W. R. 142). The occurrence of such provisions rather strengthens the suggestion against the application of the Conveyancing Act to the Crown.

IN ANOTHER column there will be found a letter from correspondents commenting upon the observations made in our issue of the 12th instant on the recent case of *Rex* v. *The Justices of Kingston-on-Thames*. We expressed an opinion that justices should not themselves be objectors at licensing meetings to the renewal of licences, and, in spite of what our correspondents say as to the usual practice among licensing justices, we maintain that on hearing applications for renewals justices should act judicially, and that the opinion we quoted of HAWKINS, J., in *Reg.* v. *The Justices of Anglesea* (59 J. P. 743) is a sound one. They have undoubtedly a much freer hand in dealing with fresh applications for licences. But in dealing with renewals, it must always be remembered that the licence has been granted in the past; that a refusal to renew probably inflicts very severe loss on some person, and that there is a serious flavour of injustice in depriving a person of a licence unless something new has happened since it was granted. Justices, of course, may view premises, just as a jury may; and clearly they may use the evidence of their senses as to what they have seen. It is desirable, too, that they should have local knowledge, and that they should be well acquainted with the general condition and requirements of their neighbourhood. All this knowledge, however, should only be used as supplementary to evidence given in open court. It must be remembered that section 42 (3) of the Licensing Act, 1872, expressly provides that "The justices shall not receive any evidence with respect to the renewal of such licence which is not given on oath." This implies, it is submitted, that renewal cannot be refused in the absence of such evidence. If this is conceded, it must surely be further conceded that such evidence must be weighed judicially, and must prove sufficient to provide foundation for the exercise of that large discretion which is given to justices with regard to renewals. In *Sharpe* v. *Wakefield* (37 W. R. 187; 1891, App. Cas. 173) the Lord Chancellor said: "An extensive power is confided to the justices, in their capacity as justices, to be exercised judicially; and 'discretion' means, when it is said that something is to be done in the discretion of the authorities, that that something is to be done according to the rules of reason and justice, not according to private opinion; according to law, and not humour. It is to be, not arbitrary, vague, and fanciful, but legal and regular." This, and other passages in the judgments in that case, shew clearly that, in the opinion of the House of Lords, in dealing with renewals, justices must not act on private opinion but on evidence; but that they are justified in treating original applications for licences on a somewhat different footing. In fact, in the latter class of applications the burden is entirely on the applicant to shew he ought to have a licence, whilst in renewals the burden of proving that renewal should be refused is on the objector. The police, it is submitted, are the proper persons to object to renewals, although the justices may well direct the attention of the police to certain matters and order inquiries to be made. We may say that it does not appear to have been necessary to expressly decide that justices may be objectors in the case of *Rex.* v. *The Justices of Kingston-on-Thames*, and that the point will probably be again specifically raised in a case from Farnham in which a rule has been granted.

THE CASE of *Kerrigan* v. *Hall* (4 Court of Session Cases, 5th series, p. 10), the report of which has just been published in the Scottish reports, will be read with interest in England, as it proceeded upon the construction of the Custody of Children Act, 1891, which is common to both countries. By section 1 of this Act, where the parent of a child applies to the High Court or the Court of Session for a writ or order for the production of the child, and the court is of opinion that the parent has abandoned or deserted the child, or that he has otherwise so conducted himself that the court should refuse to enforce his right to the custody of the child, the court may in its discretion decline to issue the writ or make the order. The petitioner, a farm servant, applied for an order that Mrs. HELEN HALL should deliver up to her the petitioner's illegitimate child. It appeared that this child, a few days after its birth, had been placed by its mother, the petitioner, with the respondent for the purpose of being boarded at the rate of 16s., subsequently reduced to 12s., a month; that the petitioner had demanded the return of the child and had been refused. The respondent's case was that the petitioner had called upon her and had asked her if she would like to adopt a child of which the petitioner was the mother, offering to pay her at the rate of 16s. a month if she would agree to adopt it, until the child should reach the age of five years. The respondent went on to allege that it was ultimately agreed that she should receive the child on the footing that it should be given to her permanently and that the payment stipulated for should be duly paid. She alleged that the child had become attached to her; that she herself had a deep affection for it, and that the mother had no means to support the child and was not a proper person to have the custody of it. For the petitioner it was contended that the mother of an illegitimate child has an undoubted right to its custody, and that she could not legally bind herself even if she desired to permanently give up her child to another. The statements of the respondent as to the inability of the petitioner to maintain the child were controverted. The court, in giving judgment in favour of the petitioner, observed that it had not been contended that the contract of adoption was known to the law of Scotland (or England), although it is recognized in some systems of jurisprudence; that it would be dangerous to allow the proof of such an agreement as that suggested, as it would come very near to sanctioning the sale of a child by its parents. Lord MCLAREN also observed that there was nothing in the arrangement made by the petitioner which was uncommon or unfamiliar in the case of a child, either legitimate or illegitimate, and that it must often be necessary for the parents of a child born in wedlock to enter into an

arrangement with a stranger for its board. Such a contract was enforceable in law subject to the qualification that the law would not specifically enforce a contract where specific performance would interfere with personal liberty. The court added that, so far as the statute enabled the court to deal with an application on equitable considerations and to refuse the prayer of the petition in the interests of the child (as had been done in some previous cases), they could not say, upon the information before them, that there was any reason to suppose that the petitioner had been unmindful of her parental duties.

THE LETTER from an esteemed correspondent on the liability for loss or deterioration of property after a contract for sale, but before conveyance, which will be found elsewhere, seems rather to overlook the distinction in vendor and purchaser law between the right to the property and the right to the rents and profits. "The vendor from the *date of the contract* holds the estate in trust for the purchaser, with a right until the *time fixed for completion* to receive the interim profits": see Dart's V. & P. 733. From this principle it follows that, though after the date of the contract the purchaser is in equity owner of the property, yet outgoings which accrue prior to the time fixed for completion must be borne by the vendor receiving the profits. As from the date of the contract, in the absence of special stipulation, the purchaser takes accidental benefits and bears accidental losses to the property itself, but he is not entitled to the profits, or liable to outgoings, until after the time fixed for completion. Hence it follows that the purchaser must bear the loss in case of an accidental fire after the contract is entered into, at any rate, unless such fire is the result of negligence on the part of the vendor. The vendor of freehold property is under no obligation to insure, and even if he does insure, the purchaser does not get the benefit of the insurance money. But, generally speaking, the purchaser is entitled to have the property preserved pending completion in its existing state, and the vendor, being a *quasi*-trustee, is liable if he allows the property to deteriorate—*e.g.*, to go out of cultivation or be injured by trespassers: *Phillips* v. *Silvester* (L. R. 8 Ch. App. 173), *Egmont* v. *Smith* (6 Ch. D. 469), *Clarke* v. *Ramuz* (1891, 2 Q. B. 456). The second case put by our correspondent—that of a "statutory notice to repair"—rests on an entirely different principle to the case of destruction by accidental fire. We assume that the writer is dealing with the sale of leaseholds, and that the "statutory notice" referred to is a notice by the landlord under section 14 of the Conveyancing Act, 1881. The fact that this notice has been given does not alter the respective rights and liabilities of vendor and purchaser, but is merely evidence that the covenants in the lease have not been performed by the vendor. "It is the duty of the vendor so to act that nothing done by him prior to the completion of the contract shall constitute a forfeiture of the lease": *Palmer* v. *Goren* (25 L. J. Ch. 841). Until actual completion, therefore, the vendor, if he remains in possession, must perform the covenants in the lease; but the question who is ultimately liable for the expense of performing those covenants, depends upon whether the breach complained of occurred prior to the date fixed for completion. Up to the date fixed for completion, the performance of the covenants clearly falls on the vendor in the absence of stipulation to the contrary; and the notice given by the landlord being in respect of past breaches, it does not by any means follow that the vendor would not be liable even if the notice were given after the date fixed for completion. On the other hand, if the vendor could shew that all proper repairs had been done up to the time fixed for completion, it is presumed that the purchaser would be liable.

FOR MOST PURPOSES the bankruptcy of a debtor relates back, by virtue of section 43 of the Bankruptcy Act, 1883, to the act of bankruptcy, but the case of *Stein* v. *Pope* (50 W. R. 374; 1902, 1 K. B. 595) shews that reliance cannot be placed upon this rule in matters affecting persons other than the bankrupt and his trustee. There the lessee of premises had, in May, 1900, assigned the lease, with other property, to the defendant by a deed which was an act of bankruptcy. In August the plaintiffs, who were the reversioners, obtained judgment against the defendant for the quarter's rent due at Midsummer. Later in the same month a bankruptcy petition was presented against the lessee in respect of the assignment, and in October she was adjudicated bankrupt, and a trustee appointed, who disclaimed the lease. But before the adjudication a second action—the present one—had been commenced for the rent due at Michaelmas. The trial came on after the adjudication of bankruptcy, and it was then urged that, inasmuch as the bankruptcy related back to the deed of assignment, and the result was to make that deed void, there was no rent due from the defendant, the assignee, under the deed. But the Court of Appeal held that this argument attributed too much effect to the doctrine of relation back. "The bankruptcy provisions," said ROMER, L.J., "which made the assignment an act of bankruptcy and the assignment invalid in bankruptcy, are not provisions for the benefit of the defendant. As a general rule bankruptcy does not affect the rights and liabilities of persons not parties to the bankruptcy, except so far as may be necessary in the interests of the trustee and creditors and the administration of the bankrupt's estate in bankruptcy." Here it was not necessary for any such purpose to release the defendant. At the time when the action was commenced against him he was clearly liable for the rent as assignee, and this liability was not terminated by the subsequent avoidance of the deed in the bankruptcy. This result is strongly supported by the consideration that otherwise the liability of the assignee would depend on the date of trial. If it was before the adjudication, he would of course be liable, for he would be sued upon a deed which was then in force; if after the adjudication, he would be released. The very technical doctrine of the relation back of the bankruptcy could hardly be allowed to vary in this arbitrary manner the fate of an action.

THE DECISION of JOYCE, J., in *Re The Spiral Globe (Limited)* (*Times*, 21st inst.), may be of assistance to the holders of unregistered debentures which, though executed before the 1st of January, 1901, were not issued till after that date. In August, 1900, the Spiral Globe (Limited) resolved to issue £2,000 of debentures in twenty debentures of £100 each. The debentures were accordingly prepared in that month and the seal of the company was affixed. Ten of them were issued in September, 1900, to the company's bankers as security for an advance; and the remaining ten were on the 5th of January, 1901, deposited with the same bankers to secure an overdraft. In April the company went into voluntary liquidation, and in July the debenture-holders commenced an action to enforce their security. In the course of this the objection was taken that the second set of ten debentures had not been registered, and upon the assumption that the objection was well founded, an application was made under section 15 of the Companies Act, 1900, for an extension of time to register (50 W. R. 187). SWINFEN EADY, J., was satisfied that the omission to register was due to inadvertence, and he was willing to extend the time, but only subject to the proviso introduced in *Re Joplin's Brewery (Limited)* (50 W. R. 75), that the order was to be without prejudice to the rights of parties acquired previously to actual registration. Of course, where a winding up has supervened, the addition of this proviso makes the extension practically useless, and the debenture-holders have now obtained from JOYCE, J., a decision that registration was not required. This is upon the ground that, had the Act been in force in 1900, the proper time for registration of the whole series of debentures would have been in September, when the first ten were issued, and hence in January, 1901, there was no duty on the company to register in respect of the remainder. The reasoning is, perhaps, not very satisfactory, for although, under sub-sections 4 and 5 of section 14, a company in issuing a series of debentures at different times is empowered to register the whole series at once, it is not bound to do so, and until any particular debentures are actually issued it can hardly be said that they are "created," notwithstanding that the seal of the company has been affixed. The debenture is not in effective existence unless there is a creditor holding it. Hence it would seem that in fact there was a creation of debentures in January, 1901, so as to require

registration under sub-section 1 of section 15. In this case, however, the debenture-holders have the advantage of the decision of JOYCE, J., to the contrary.

WE HAVE had sent to us for perusal a copy of "The National Conditions of Sale," which we are informed have been settled and approved by Mr. WOLSTENHOLME. The object appears to be to furnish solicitors with common form conditions of sale applicable to freehold, copyhold, and leasehold land, and also to shares in a public company; and it need hardly be said that the conditions are comprehensive and neatly framed. It is proposed that the particulars of the property and the special conditions shall be printed or written on a blank sheet in front of the "National Conditions," in the manner usual when a local law society's conditions are used; but we imagine it would be useful to have a skeleton form of these special conditions printed on the blank sheet, so as to draw the attention of the practitioner to the matters necessary to be provided for. The conditions are in some respects rather fairer to the purchaser than those in general use. For instance, the now usual provision as to instruments and acts required by the purchaser for getting in or releasing any outstanding estate, right, or interest, or for completing the vendor's title, &c., is limited to "any *bare* outstanding estates, terms, or interests." This is no doubt reasonable, but we doubt whether a vendor would be always sufficiently protected by the provision. Although we are accustomed to the term "bare trustee," we do not quite know what significance would be attached to the words "bare estate." We question also whether the ordinary provision as to assuming the seisin of a testator with whose will the title is to commence should be qualified by providing that such assumption shall be made "on the evidence" of a statutory declaration that the purchased property has been enjoyed according to the title for twelve years. Usually, of course, the date of death of the testator with whose will the title commences will be much more than twelve years ago. There are, however, as might be expected, many excellently expressed provisions in the form, and solicitors will find it useful to have it at hand.

AMONG THE Bills brought in by non-official members of Parliament this Session is one "to regulate the sale and use of pistols and other fire-arms." Cheap pistols have become a dangerous nuisance. They are a favourite plaything for the immature youth of the poorer classes, and they aid the operations of the burglar and the hooligan. Except the liability to the excise duty, there is no check whatever upon the carrying of loaded fire-arms in public places, and the gun licence in the case of pistols is easily evaded. We have considered the provisions of the Bill with some interest. It begins by providing that pistols or other fire-arms are not to be sold to, or bought by, a person under the age of sixteen years, unless he holds a gun licence and produces the same at the time of purchase. This provision seems to us unexceptionable. The next clause is of a more sweeping character. Ammunition suitable only to a pistol is not to be sold to, or bought by, any person under the age of sixteen years; and a boy or girl under the age of sixteen years is not to use or carry a pistol. There is no exception here in the case of a youth holding a gun licence and producing the same, and it seems strange that he should be able to buy the pistol and yet be prohibited from getting ammunition for it or using it. Finally, we have the salutary enactment that no person shall carry or display a loaded pistol in any highway or public place or in any theatre without the permission in writing of the chief officer of the police for the district comprising that place (with certain exceptions in the case of persons in the naval or military service or volunteers). We think that the direction that pistols unlawfully used are to be forfeited to the police is likely to do good. But so long as the Bill is not supported by the Government, we are afraid that there is not much chance of its becoming law. The Government have during the last twenty years been repeatedly pressed to take steps to restrain the indiscriminate carrying of revolvers in public places, but the answer always is that the matter is attended with great difficulty.

CHEQUES AND THE DOCTRINE OF *DONATIONES MORTIS CAUSA*.

THE recent decision of BUCKLEY, J., in *Re Beaumont* (50 W. R. 389) deals under interesting circumstances with the question of the possibility of a valid *donatio mortis causâ* of a cheque drawn by the donor. On the 19th of February, 1901, a Mr. BEAUMONT was ill and in expectation of death. By his direction his niece filled up a cheque for £300 in favour of Mrs. EWBANK, which he signed. The niece then, also by his direction, gave the cheque to Mrs. EWBANK. The learned judge held that the cheque had been effectually delivered to Mrs. EWBANK, and that it was given by Mr. BEAUMONT in anticipation of death and to take effect if he died. When the cheque was presented, on the 23rd of February, the donor's account was overdrawn, and the bank manager refused to pay it. Apparently this was on the ground that he doubted the signature, and BUCKLEY, J., considered that, so far as the account was concerned, the manager was prepared to advance the money and pay the cheque. On the 25th the donor died, the cheque being still unpaid, and the question was raised in the present proceedings whether Mrs. EWBANK was entitled to have the £300 provided out of the estate.

In order that a gift may take effect as a *donatio mortis causâ* it is well known that three requirements must be satisfied—the gift must be made in contemplation of death; it must be intended to be absolute only in the event of death; and there must be delivery of the subject-matter of the gift. As to the first two requirements there is usually no difficulty, the law assisting the proof by means of presumptions founded on the circumstances. If the gift is made when the donor is in his last illness, it is presumed to be in contemplation of death (*Miller* v. *Miller*, 3 P. Wms. 356), and, moreover, if made in contemplation of death, there is an implied condition that it is to be held only in the event of death (*Gardner* v. *Parker*, 3 Madd. 184). It is the third requisite—delivery—which is a frequent subject of litigation, and it is upon this that technical points arise which often defeat the clear intention of the donor. The whole doctrine of *donationes mortis causâ* is derived from the civil law. These donations, said Lord HARDWICKE, C., in *Ward* v. *Turner* (2 Ves. 431), "are undoubtedly taken from the civil law; but not to be allowed of here farther than the civil law on that head has been received and allowed." And as a consequence delivery is essential to the validity of the gift. "By the civil law," it is said in the same judgment, "as received and allowed in England, and consequently by the law of England, tradition or delivery is necessary to make a good *donatio mortis causâ*." Moreover, the delivery must be actual. A merely symbolical delivery will not do. And where, in other cases requiring delivery, a delivery apparently symbolical has been treated as sufficient—as where the delivery of the key of a warehouse is taken to be delivery of the goods deposited there—Lord HARDWICKE insisted that this was on the ground of the delivery of possession—that is, the transfer of control—being actual. "It is the way," he said, "of coming at the possession, or to make use of the thing; and, therefore, the key is not a symbol, which would not do."

But delivery, though simple enough when the subject-matter of the gift is a chattel capable of being easily handled, becomes a matter of extreme difficulty when the requirement has to be applied to kinds of property which are intangible, and at one time there was the further objection to an attempted *donatio mortis causâ* that, since it was a voluntary gift, a court of equity would give no assistance to enable the donee to complete his legal title. Had this doctrine prevailed, it would have gone far to put an end to this class of gift, for with regard to all the more important classes of property something further requires to be done to complete the legal transfer than is possible on a deathbed. It was decisively rejected, however, by the House of Lords in *Duffield* v. *Elwes* (1 Bligh N. S. 497), upon the ground that the gift was not meant to be complete until the death of the donor, and that it was therefore not material that the transfer of the legal title was wanting. "Nothing can be more clear," said Lord ELDON, C., in that case, "than that this *donatio mortis causâ* must be a gift made by a donor in contemplation of the conceived approach of death; that the title is not complete till he is actually dead; and the

question, therefore, never can be what the donor can be compelled to do, but what the donee in the case of a *donatio mortis causâ* can call upon the representatives, real or personal, of that donor to do." And further on: "I apprehend that in a case where a *donatio mortis causâ* has been carried into effect by a court of equity, that court of equity has not considered the interest as vested by the gift, but that the interest is so vested in the donee, that that donee has a right to call on a court of equity, and, as to the personal estate, to compel the executor to carry into effect the intention manifested by the person he represents."

While, therefore, it is not necessary that the gift should be accompanied by an immediate transfer of the legal interest in the property, it is essential that there shall be a delivery, or what is equivalent to delivery, of the property. This, as we have seen, is a requirement taken from the civil law, and to the same source is due the doctrine which insists upon it also in the case of a gift of chattels *inter vivos*, unless the gift is evidenced by deed: *Cochrane* v. *Moore* (38 W. R. 588, 25 Q. B. D. 57). As to what shall be deemed sufficient delivery the tendency has been, perhaps, to widen the law. It was at an early date admitted that delivery of a bond was a good *donatio mortis causâ* of the debt secured by the bond (*Snellgrove* v. *Bailey*, 3 Atk. 214); and though this was at first supported by the consideration that production of the bond was essential to the recovery of the debt, yet the rule continued notwithstanding the change in the practice as to profert of bonds, apparently on the ground that it was the bond which constituted the specialty debt. In *Duffield* v. *Elwes* (*supra*) Lord ELDON applied the doctrine to a mortgage debt, and held that delivery of the mortgage deed entitled the donee to the benefit of the sum secured, and that the persons upon whom the mortgaged estates devolved were trustees for her. In dealing with simple contract debts, there has been some hesitation in ascribing the same effect to delivery of the instrument constituting the evidence of the debt; but it is now clear that a promissory note or bill may be effectually delivered as a *donatio mortis causâ*, although not indorsed by the donor, and that his personal representatives must either indorse it or allow the donee to sue on it in their names (*Veal* v. *Veal*, 27 Beav. 303; *Re Mead*, 28 W. R. 891, 15 Ch. D. 651); and the same rule applies to the cheque of a third party payable to the donor or order: *Clement* v. *Cheesman* (33 W. R. 40, 27 Ch. D. 631). Whether the delivery of a mere receipt for money will be effectual, seems to be doubtful, but it is sufficient if it shews the terms of the contract between the parties (*Moore* v. *Darton*, 4 De G. & Sm. 517), and especially if it is a term of the contract that the receipt shall be produced on repayment of the money: *Re Dillon* (38 W. R. 369, 44 Ch. D. 76). Both these cases referred to receipts for money, the latter to a bank deposit receipt, and COTTON, L.J., there said: "The case of *Moore* v. *Darton* is very instructive as to the class of instruments which are subjects of *donatio mortis causâ*. There a document was executed when a deposit of money was made. The mere fact of deposit would create a debt; but the document, besides acknowledging the receipt of money, expressed the terms on which it was held, and shewed what the contract between the parties was. It was held that the delivery of that document was a good *donatio mortis causâ* of the money deposited, and so, in my opinion, was the delivery of the deposit note in the present case." The same principle was applied by BYRNE, J., recently in *Re Weston* (*ante*, p. 281), where a post office savings bank deposit book was held to pass by delivery the sum deposited, on the ground that it contained the terms of the contract.

In the case where the donor draws a cheque and hands it to the object of his bounty, there is no doubt as to his intention, but so far the courts have refused to allow that this is a delivery of the sum covered by the cheque so as to constitute an effectual *donatio mortis causâ* if the cheque is not presented before the donor's death. In *Hewitt* v. *Kaye* (16 W. R. 835, L. R. 6 Eq. 198), Lord ROMILLY, M.R., pointed out that the cheque was no more than an order to obtain a certain sum of money, and it was useless unless acted on in the lifetime of the person who gave it. And in *Re Beak's Estate* (L. R. 13 Eq. 489) it was held that the gift was not strengthened by the delivery of the pass-book with the cheque. The pass-book is at most evidence of the statement of account; it is not in the nature of an agreement. As BUCKLEY, J., pointed out in the present case of *Re Beaumont* (*supra*), the mere delivery of the cheque is not an equitable assignment of any part of the drawer's balance at his bank (Bills of Exchange Act, s. 53), and it is the handing over of the cash at the drawer's order on presentment which constitutes the delivery in the case of a sum of money given by cheque. It is true that in *Re Dillon* (*supra*) LINDLEY, L.J., suggested that the doctrine refusing effect to the delivery of a cheque might some day require consideration, and doubtless much might be said in favour of supporting so clear an intention on the part of the donor, but at present, for courts of first instance, it must be taken that the law is settled.

There remains the question whether the cheque must be actually cashed before the donor's death or whether it is sufficient that it has been presented. In *Bromley* v. *Brunton* (16 W. R. 1006, L. R. 6 Eq. 275) the cheque was presented when the account was in credit, and was not paid because the banker doubted the signature. STUART, V.C., held that there had been a good *donatio mortis causâ*, on the ground that the failure to obtain payment occurred through the conduct of a third party, and that under the circumstances a sufficient amount of the donor's money was appropriated to meet the cheque. This comes very close to *Re Beaumont*, but there is the important distinction that in the latter case the account was overdrawn, and therefore the mere hesitation of the banker could not operate as an appropriation of money to meet the cheque. There could be no appropriation until he had made the advance of funds for the purpose, and this he never did. Not unnaturally, therefore, BUCKLEY, J., felt himself not bound by *Bromley* v. *Brunton*, and he held that there had been no effectual *donatio mortis causâ*. With the best intention in the world, a would-be donor can hardly by delivery make a present of money out of an advance which he has not yet secured. It is hopeless to unsettle the requirement of delivery in donations *mortis causâ*, and, this being so, it is very improbable that the doctrine will ever be extended so as to enable a donor to make delivery of a cheque equivalent to delivery of cash.

SOME POINTS ON TESTAMENTARY POWERS OF APPOINTMENT.

IN the case of *Re Bradshaw*, *Bradshaw* v. *Bradshaw* (1902, 1 Ch. 436), Mr. Justice KEKEWICH decided two moot points in equity, both of which are of some importance.

One of these points was the effect of a covenant to exercise in a particular way a testamentary power to appoint a fund amongst the children of the appointor. In favour of the efficacy of such a covenant the decision of KINDERSLEY, V.C., in *Coffin* v. *Cooper* (2 Dr. & Sm. 365) was cited, where the donee of such a power gave a bond conditioned to be void if she made a certain appointment by will, and she made the appointment and it was held valid; and reference was made to *Bultesl* v. *Plummer* (C. A., July, 1870, 18 W. R. 1091, L. R. 6 Ch. 160), where there was such a covenant followed by a will made in accordance with it, and it was held that the appointment was not bad on that account. The decision of Mr. Justice STIRLING in *Re Parkin*, *Hill* v. *Schwarz* (41 W. R. 120; 1892, 3 Ch. 510), was also cited as shewing that, in the case of a general testamentary power, a breach of a covenant to exercise it in a particular way would give rise to a claim to recover as damages the value of the appointable property.

On the other hand, *dicta* against the validity of the covenant were to be found in the judgments of JAMES, V.C., in *Thacker* v. *Key* (June, 1869, L. R. 8 Eq. 408), and BRETT, L.J., in *Palmer* v. *Locke* (July, 1880, 28 W. R. 926, 15 Ch. D. 294), though in the last-mentioned case JESSEL, M.R., in the court below, had treated the covenant, or rather bond, as being clearly valid. The case was one of a bond, as in *Coffin* v. *Cooper* (*supra*).

In this state of the authorities, Mr. Justice KEKEWICH pointed out the distinction between a general power, which was equivalent to property, and a special power, such as a power to appoint property among children. He held that the latter was a fiduciary power, saying in effect, "Where it is a power to appoint by will only, it seems to me to be clear that the intention

of the donor is that the donee shall keep the exercise of it under his control until the time of his death"; and he cited with approval a passage from the judgment in *Thacker* v. *Key* (*supra*), saying that the donee of such a power up to the last moment of his life, was to have the power of dealing with the fund as he should think it his duty to deal with it, having regard to the then wants, position, merits, and necessities of his children. He accordingly held that the covenant was bad and could not be sued on; that it was not merely incapable of giving a right to specific performance but wholly void, and that no remedy was available for the breach of it.

We presume that it follows from this decision that a bond conditioned to be void if the donee of a special power exercises it in a particular way, is void in any event; and that the case is the same with respect to every bond of which the condition would be fulfilled if a special power were exercised in a particular way.

The other point involved in *Re Bradshaw, Bradshaw* v. *Bradshaw* (1902, 1 Ch. 436) was whether the doctrine of election applies when a testamentary appointment is void as a perpetuity, and legacies or other benefits are conferred by the testator out of his own property on the persons who take in default of appointment. Authorities may be cited to shew that in such a case the legatees could claim both their legacies and the property invalidly appointed. The decision of PEARSON, J., in *Re Warren's Trusts* (Feb., 1884, 32 W. R. 641, 26 Ch. D. 208) appears at first sight to be directly in point. A *dictum* of JAMES, V.C., in his judgment in *Wollaston* v. *King* (April, 1869, 17 W. R. 641, L. R. 8 Eq., at p. 175), is to the effect that the court would not aid an attempt to violate a rule of law by the application of the doctrine of election. And these cases were followed by the Court of Appeal in Ireland in a case of *Re Handcock's Trusts* (1889, 23 L. R. Ir. 34). There was an answer, however, to all these cases. The Irish case was, of course, not binding on an English court. The *dictum* in *Wollaston* v. *King* was uttered in view of a claim made by residuary legatees to take property invalidly appointed as well as legacies of the testator's own property, so that both claims were under the same will, and the decision in *Re Warren's Trusts* was a subsidiary direction on a point not carefully discussed.

The question, therefore, came to be decided on general principles; and the basis of the doctrine of election, as laid down in established cases, applied just as much to an appointment void for remoteness as to an appointment void because made in favour of a stranger. The learned judge, therefore, held that a case of election was raised, and he cited with approval the statement of the doctrine of election made by KAY, J., in *Re Brooksbank, Beauclerk* v. *James* (Nov., 1886, 34 Ch. D. 160), and the basis given for it by Lord CAIRNS in *Cooper* v. *Cooper* (May, 1874, 22 W. R. 713, L. R. 7 H. L. 67).

REVIEWS.

CHITTY'S FORMS.

CHITTY'S FORMS OF CIVIL PROCEEDINGS IN THE KING'S BENCH DIVISION OF THE HIGH COURT OF JUSTICE, AND ON APPEAL THEREFROM TO THE COURT OF APPEAL AND THE HOUSE OF LORDS. THIRTEENTH EDITION. By THOMAS WILLES CHITTY, A Master of the Supreme Court; HERBERT CHITTY, Barrister-at-Law; and P. E. VIZARD, of the Central Office of the Supreme Court. Sweet & Maxwell; Stevens & Sons.

The first edition of this work was published in 1834, when there was a Court of King's Bench in the land. After many editions we now again for the second time have one in which the words "King's Bench" appear on the title-page. Few law books in general daily use can boast so long a career. This edition has been a long time on the road. If our memory is correct, it was announced by the publishers as being "in preparation" at least three years ago. It is, however, all the more welcome now that it has come, and is probably all the more valuable for the time it has taken in preparing. The names of the authors are sufficient guarantee for the excellent quality of the work. The first-mentioned author edited the eleventh and twelfth editions, and long before he accepted his present position he was acknowledged to be the greatest authority at the bar in all matters of common law practice. A book of this sort could not be brought out under gentlemen more thoroughly competent for their task than these three. The last two editions differed somewhat in form from the earlier ones, in that they contained notes which were intended to make the book a complete guide to the practice of the division. The present edition reverts to the original form of the work, and no longer aims at including the White Book within its covers. This is an advantage, as from the nature of the book a considerable number of years must elapse between editions, while the White Book appears yearly; and notes on points of practice are much more likely to be misleading from age than are forms. As far as we have been able to examine and test the forms given, they seem to have been prepared and revised with the greatest care and skill; and it is almost impossible to think of a document, likely to be required in practice, of which a model cannot here be found. In short, the book is accurate, reliable, and exhaustive, and solicitors may use the forms given with the same full confidence that the earlier editions have won.

THE LAW OF EVIDENCE.

THE PRINCIPLES OF THE LAW OF EVIDENCE. WITH ELEMENTARY RULES FOR CONDUCTING THE EXAMINATION AND CROSS-EXAMINATION OF WITNESSES. By W. M. BEST, A.M., LL.B. NINTH EDITION. WITH A COLLECTION OF LEADING PROPOSITIONS. By J. M. LELY, Barrister-at-Law. Sweet & Maxwell (Limited).

Since the last edition of this work was published the Criminal Evidence Act, 1898, has been passed, and the editor has taken the opportunity to insert in the present edition an interesting account of the circumstances which led to the Act. The case of those who were in favour of the change was practically admitted to be sound when it became customary to insert clauses allowing accused persons to testify in new Acts dealing with offences, and in particular when such a clause was introduced in the Criminal Law Amendment Act, 1885. The position of affairs had thereby become hopelessly illogical, and the Act of 1898 was the natural solution of the difficulty—an Act which, so far as we are aware, has not been followed by any serious inconveniences, while it satisfied the growing feeling that an accused person ought always to have the opportunity of giving his own story in such a form as to place it on the same footing as the other evidence in the case. Mr. Lely has also given a useful summary of the cases in which points of practice under the Act have been decided. Another matter in which uniformity has been recently introduced into the criminal law relates to the rule in *Reg.* v. *Lillyman* (44 W. R. 654; 1896, 2 Q. B. 167). If a girl's complaint was to be received in evidence at all, it was robbing it of half its efficacy to admit only the fact of complaint and suppress the details. The important judgment of the court in that case, delivered by Hawkins, J., decided that such a restriction was unnecessary. The complaint is in any case not evidence of the offence charged, but simply material by which the girl's own evidence on oath can be tested, and the whole of the complaint is admissible. The old rule, that the particulars were not admissible, is thus, as Mr. Lely points out, abrogated. In describing the forms in which oaths should be sworn, Mr. Lely quotes Mr. Stringer for the assertion that kissing the book is a modern innovation, not more than 150 years old. The form, it may be noticed, is not nearly so impressive as swearing with uplifted hand, and it is singular that it should still be prevalent. Mr. Lely gives in an appendix the full text of the Criminal Evidence Act, 1898, and it would have been convenient if the same treatment had been accorded to other relevant statutes—the Evidence Act, 1851, for instance, and the Oaths Act, 1888. A fuller appendix of statutes would add to the completeness of a work which is now a recognised authority on the law of evidence, and which in the present edition has been carefully revised.

THE COMMERCIAL COURT.

THE PRACTICE OF THE COMMERCIAL COURT. By THEOBALD MATHEW, Barrister-at-Law. Butterworth & Co.

Although this little book contains little more than one hundred pages, we venture to predict that its value will be found very disproportionate to its size, and that it will prove of great use to practitioners, especially to those unfamiliar with the practice of the Commercial Court. The book comes from the pen of the son of the Lord Justice who may fairly be called the parent of that court, and may be said to derive a certain amount of additional authority from that fact. It contains a very clear and concise account of the procedure and usage peculiar to the court, explaining what actions are considered as within it province, the forms of pleadings used, and many other matters which it is difficult, or impossible, to find in other works. There is also an admirable collection of model "Points of Claim" and "Points of Defence." The most interesting part of the book, however, is the Introduction, which gives an account of the origin of the court. It is certainly most remarkable how this tribunal has come into existence without any help whatever from the Legislature, and how the scheme under which

it exists was extracted from existing rules of court. As stated by the author, the only attempt made by Parliament to deal with commercial litigation was the futile little Act of 1891, which revived the sittings of the High Court at Guildhall. It is well known how short-lived was this scheme, which seemed to depend on the idea that city men would prefer the High Court to arbitration if they were saved the journey from Guildhall to Temple Bar. As long as Lord Coleridge was alive, he strongly opposed the efforts of the judges to start the Commercial Court. As soon, however, as he was succeeded by Lord Russell of Killowen, the scheme immediately was realized. It is unnecessary to speak of its great success. In the words of one author, "The chief criticism to be heard is that which is contained in the complaint that it is a hardship that the ordinary suitor should not have the same advantages as the commercial litigant."

PROBATE, DIVORCE, AND ADMIRALTY.

GIBSON & WELDON'S STUDENT'S PROBATE, DIVORCE, AND ADMIRALTY. INTENDED AS AN EXPLANATORY TREATISE ON THE LAW AND PRACTICE IN PROBATE, DIVORCE, AND ADMIRALTY MATTERS FIFTH EDITION. By the AUTHORS and H. GIBSON RIVINGTON, B.A. The Law Notes Publishing Offices.

There is frequently in students' books a tendency to introduce too much detail. The authors, possibly in the endeavour to meet the demands of unthinking examiners, disregard the fact that a student has to master principles, and they provide a wealth of matter which is in general useless except for reference. In the present volume this defect is avoided, and though we should be sorry to aver that any student is bound to carry the whole of it in his head, yet the text is clearly written and well arranged, and deals with matters which are of practical moment. The number of cases quoted, though large, is not unduly so, and care has been taken to include the most recent authorities. Thus *The Heather Bell* (49 W. R. 352; 1901, P. 143) is now quoted for the proposition that the mortgagor of a ship while in possession is empowered to make a charter-party as against the mortgagee, provided it does not impair the value of the security; and under maritime lien—a subject which is very well stated—reference is made to the recent important judgment of Barnes, J., in *The Veritas* (50 W. R. 30) on the order in which claims to maritime liens rank. The book is a very satisfactory manual.

EQUITY.

GIBSON & WELDON'S AIDS TO EQUITY. INTENDED AS A GUIDE TO THAT DIFFICULT BUT ESSENTIAL WORK, SNELL'S PRINCIPLES OF EQUITY (THIRTEENTH EDITION). SEVENTH EDITION. By the AUTHORS and H. GIBSON RIVINGTON, B.A. (Oxon.). The Law Notes Publishing Offices.

In compiling this guide to "Snell" the authors have arranged the subject-matter of each chapter in three parts; first, there is a short statement of the principles discussed in the corresponding chapter of the text-book; then a series of shortly-expressed "points" to be noted—in the chapter on mortgages these are 115 in number; and lastly, a series of cases and statutes to be noted. The whole of "Snell" is thus methodically treated, and the substance of that "difficult but essential work" presented to the student. He will not, indeed, be safe in dispensing with the task of note-taking on his own account, but the guide will assist him in performing it and in fixing the doctrines of equity in his mind. If he makes himself sure of the points and cases which Messrs. Gibson & Weldon mark out for him, he may rely on passing his examination with credit. It would be a considerable improvement if the headings of the pages indicated the subject under treatment. The heading throughout, "Gibson's Aids to Equity," is useless.

BOOKS RECEIVED.

Forms and Precedents Adapted for Use under the Conveyancing Acts and Settled Land Acts, 1881 to 1890. By EDWARD PARKER WOLSTENHOLME, M.A., Barrister-at-Law, one of the Conveyancing Counsel to the Court, and WALTER EVELYN CAPRON, LL.B., Barrister-at-Law. Sixth Edition. William Clowes & Sons (Limited).

State Intervention in English Education: A Short History from the Earliest Times Down to 1833. By J. E. G. DE MONTMORENCY, B.A., LL.B., Barrister-at-Law. Cambridge: At the University Press.

It is announced that Judge Batcheller, of the International Tribunal (Mixed Courts) of Egypt, has been promoted to the Egyptian Court of Appeal. He is succeeded in the International Tribunal by Judge Van Horn, of Utah.

CORRESPONDENCE.

LIABILITY FOR LOSS OR DETERIORATION OF PROPERTY AFTER CONTRACT FOR SALE AND BEFORE CONVEYANCE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Your readers would, I cannot help thinking, be glad of your opinion as to whether the principle upon which the case of *Barsht* v. *Tagg* and *Re Highett & Bird's Contract* have been decided, the effect of which is to throw the onus of bearing all *expenses* and outgoings (in the absence of any stipulation on the subject) upon the vendor down to the time when a good title has been first shewn, would apply (1) to the case of property burnt down after contract signed and before completion; and (2) to the case of property in respect of which a statutory notice to repair has been served between the same two periods.

Dealing with the first of the two cases I have named, Prideaux (p. 57, 17th ed.) says that "from the date of a valid contract for sale, the purchaser becomes in equity the owner of the land, . . . It follows that any loss or deterioration arising to the property, after the contract and before the conveyance, falls upon the purchaser." I have always considered, and I think there has been a general impression, that the same rule applies also to the second of the two sets of cases I have cited. Is there any difference in principle between the facts in either of these cases and those of *Barsht* v. *Tagg*?

If, as I venture deferentially to suggest, there is no difference, is one to take it that the century-old case of *Paine* v. *Meller* (1801, 6 Ves. 349) has been overruled? E. S. W.

London, April 18.

[See observations under "Current Topics."—ED. *S.J.*]

THE DISCRETION OF JUSTICES AS TO RENEWALS OF LICENCES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The observations on *Rex* v. *Justices of Kingston-on-Thames* in your issue of the 12th inst. seem to overlook the fact that the local licensing justices act in an administrative, as well as a judicial, capacity. It cannot be questioned that their discretion in renewals is quite independent of outside action.

To take an instance, it is very usual to require licensees to undertake not to make alterations without the justices consent. Supposing the justices see that alterations have been made in a house, and they fail (though the fact is not disputed) to obtain any satisfactory answer or explanation, their only remedy is to refuse the renewal, although no one opposes it. Before the Act of 1872 they could in such a case have refused the renewal without adjournment, and without exposing themselves to the charge of being "judges in their own cause." The only difference that Act makes is to oblige them to adjourn the case. In other words, they must exercise their discretion on one day instead of another, the object being, of course, to give time to the applicant to meet the objection.

Many other instances might be given, and constantly arise, where it is necessary for the justices in the public interest to take the initiative. In fact it is the usual course when the police report offences without necessarily objecting to the renewal.

We quite agree that a written notice should be given to the applicant distinctly stating the nature of the objection.

SCADDING & BODKIN.

23, Gordon-street, Gordon-square, April 16.

[See observations under "Current Topics."—ED. *S.J.*]

THE LAW RELATING TO PREPARATION OF TENANCY AGREEMENTS BY AUCTIONEERS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—As there is a growing tendency among auctioneers and estate agents to undertake such legal work as the preparation of tenancy agreements and agreements under seal operating as leases, we take an opportunity of stating the facts in a recent case.

A client of ours had let a house for five years, and an auctioneer had prepared the agreement. The agreement was a lithographed form printed for the auctioneer, and was filled in by him and made under seal. It contained a printed clause that each party should pay to the landlord's agent £1 1s. for a duly executed copy thereof. The tenant had been charged, and had paid, this £1 1s.

We pointed out to our client (who consulted us as to a dispute with the auctioneer) that the auctioneer had incurred penalties for a breach of the Stamp Act, 1891, s. 44, and our client indicated this to the auctioneer, who replied, "I know that opinion of the solicitor and have heard it anytime these twenty years. The legal position is as clear as daylight, &c."; thus clearly shewing that he had been doing this kind of work for twenty years.

We brought the matter to the notice of the Incorporated Law Society, who forwarded the papers to the Board of Inland Revenue, with the result that the commissioners, upon the consideration of the case, imposed a fine of £20 in stay of legal proceedings, which sum was paid.

As breaches of the above section are very numerous, we hope that the insertion of this letter may, in the interests of our profession, lead to further suitable cases being brought forward until the practice complained of is stamped out. The auctioneer in this case was a Fellow of the Auctioneers' Institute, and advertised that he was able to give effective regard to clients' interests by technical personal knowledge of (amongst other things) the law relating to landlord and tenant. T. RICHARDS & Co.

31, York-place, Portman-square, April 22.

NEW ORDERS, &c.

TRANSFERS OF ACTIONS.

ORDERS OF COURT.

Tuesday, the 22nd day of April, 1902.

Whereas, from the present state of the business before Mr. Justice Kekewich and Mr. Justice Farwell respectively, it is expedient that a portion of the Causes assigned to Mr. Justice Kekewich should be transferred to Mr. Justice Farwell; Now I, the Right Honourable Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britian, do hereby Order that the several Causes and Matters set forth in the Schedule hereto be accordingly transferred from the said Mr. Justice Kekewich to Mr. Justice Farwell, and be marked in the Cause Books accordingly. And this Order is to be drawn up by the Registrar, and set up in the several Offices of the Chancery Division of the High Court of Justice.

SCHEDULE.

FROM Mr. Justice KEKEWICH.

1902.

The British Motor Traction Co ld v Outhenin Challendre 1900 B 4,339 Feb 3
The British Motor Traction Co ld v Longuemare 1901 B 1,934 March 1
Crisp v Bushell 1902 C 146 March 7
Mullens & Co ld v Harris 1901 M 2,779 March 7

1901.

Attorney-General v Rural District Council of Lunesdale 1900 A 1,717 July 25

1902.

Pattinson v Armstrong 1901 P 1,798 March 11
The British Homes Assoc Corpn ld v Patterson 1902 B 2,019 March 11
Othen v International Tea Co's Stores ld 1902 O 255 March 13
Lowe v Lord 1901 L 1,332 March 13
Buchanan v The Western Gazette Co ld 1902 B 828 March 15
Stapps v Stapps 1902 S 245 March 18
Frampton v Hedges 1901 F 117 March 19
Osborne (Duke of Leeds) v Clarkson 1901 O 993 March 19
Rimell & Allsop v Barber 1901 R 1,257 March 24
Byng v Stephens 1901 B 4.595 March 24
Herbert Alexander & Co ld v Gordon 1901 H 3 808 March 25
G Ricordi & Co v J Poole & Sons ld 1902 R 275 March 26
Keyzor v Smith 1901 K 288 March 26
Mayor, &c, of Hove v The Brighton Intercepting and Outfall Sewers Board 1901 H 2,251 March 26
Edgar v Lawrie 1901 E 393 March 27
Watkins v Watkins 1901 W 3,093 March 27

HALSBURY, C.

Wednesday, the 16th day of April, 1902.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Byrne and Mr. Justice Buckley.

SCHEDULE.

Mr. Justice Farwell (1901—D.—No. 1,885).

In the Matter of The Devicolam Estates Co (Limited) Arthur William Turner v. The Devicolam Estates Co (Limited) and Eustace George Boulting.

HALSBURY, C.

The Bar Musical Society will hold their annual concert in Lincoln's-inn-hall on Wednesday evening, the 7th of May next.

The Lord Chancellor will preside at the annual meeting of the Inns of Court Mission, which will be held in the Inner Temple-hall on Wednesday afternoon, the 14th of May next.

CASES OF THE WEEK.

High Court—Chancery Division.

Re **ANDREW'S ESTATE. CREASEY** *v.* **GRAVES.** Buckley, J. 12th April.

WILL—CONSTRUCTION—"MY PERSONAL ESTATES, &c., &c."—DEVISE OF REAL ESTATE.

Originating summons. The question raised in this summons was whether a gift of "my personal estates, &c., &c." in a will included the real estate of the testator. By his will, dated the 13th of July, 1859, Thomas Andrew gave and devised "all my real estates, consisting of" [describing them]. "Also, I give and bequeath all my personal estates and effects whatsoever and wheresoever (subject to the payment of my just debts, funeral and testamentary expenses with nineteen guineas to" [persons named]) "unto my dear wife, Eliza Andrew, for and during her natural life, and from and after her (*sic*) decease of my said wife I give to my brother Joseph Andrew, sister Mary Graves, sister Ellen Briggs, also all my nephews and nieces, an equal share of my personal estates, &c., &c. And I revoke," &c. And he appointed his wife executrix of his will. The testator died in October, 1861, possessed of personal property and also of some freehold cottage property which his widow took possession of as tenant for life. She died in November, 1901. This summons was taken out by one of eight co-heiresses of the testator, against two nephews and a niece of the testator and against his legal personal representative, for a determination of the question whether the real estate, as well as the personal estate, of the testator was included in the gift after the death of his wife. The cases cited upon the meaning of the word "etcetera" were *Newman* v. *Newman* (26 Beav. 220), *Mullaby* v. *Walsh* (3 L. R. Ir. 244), and *Chapman* v. *Chapman* (4 Ch. D. 800). It was argued for the co-heiresses that heiresses could only be disinherited by a clear devise of the real estate.

BUCKLEY, J., held that the persons claiming under the gift in question were entitled to the real estate of the testator.—COUNSEL, *G. Brodie Cooper*; *Peterson*. SOLICITORS, *R. Brooks*, for *S. B. Carnley*, Alford; *Taylor, Hoare, & Pilcher*, for *Thimbleby & Son*, Spilsby.

[Reported by NEVILLE TREBUTT, Esq., Barrister-at-Law.]

ANDERSON *v.* **BERKLEY.** Joyce, J. 9th and 19th April.

WILL — CONSTRUCTION — BEQUEST — COMPOUND DESIGNATION—INACCURATE DESCRIPTION—VALIDITY.

By his will, dated the 22nd of November, 1892, the testator bequeathed to his son Francis the sum of £1,000 absolutely, and he bequeathed to his trustees the sum of £5,000 "upon trust to invest the same and pay the income to arise therefrom to his said son Francis during his life, and from and after his death to pay such income to his wife Letitia during her life if she should survive him, and after the death of his said son Francis and Letitia his wife, upon trust for all the children of his said son Francis" as therein mentioned. At the date of the will and for some years previously the testator's son Francis had resided in New Zealand. In the year 1888 he had written home to the testator to the effect that he had married, and that the name of his wife was "Letitia Lilian." This lady was then living with him and continued to live with him till his death as his wife. They were reputed to be and were treated as lawfully married. The testator never saw or had any direct communication with the lady. The testator's son Francis died in 1899. In September, 1899, the testator's trustees discovered that the testator's son Francis and Letitia had never been lawfully married. This action was therefore commenced to ascertain who was entitled to the income of this sum of £5,000 during the life of Letitia.

JOYCE, J., held that this was not a legacy to anyone under the simple description of "the wife of my son Francis" without any reference to a particular individual. If it had been, any person claiming must have shewn that she really sustained that character. The bequest was to a legatee named, with an additional description which was not satisfied, inasmuch as there was not any lawful wife of the testator's son Francis in the strict legal sense of the term, though perhaps in a secondary sense Letitia might be called his wife. This was not a case of a competition between rival claimants to a gift where one part only of the description fitted one claimant and the other part of the description only fitted the other, as in *Garland* v. *Beverly* (26 W. R. 718, 9 Ch. D. 213), where the various considerations applicable to such a case would be found. The simple question here was whether in the circumstances the lady could take under the gift, or whether it failed and sank into residue. There was no question of any fraud by the legatee in the obtaining of the bequest. It was not like the cases of *Kennell* v. *Abbott* (4 Ves. 802) or *Wilkinson* v. *Joughin* (2 Eq. Ca. 319), where a gift to a supposed husband or wife of a testatrix or testator not being actually such was held to fail by reason of a fraud practised on the testatrix or testator by the legatee. The question was whether, according to the true construction of the will, the gift was in effect conditional upon Letitia's being the lawful wife of the testator's son Francis. In *Re Bodington* (32 W. R. 448, 25 Ch. D. 685) Lord Selborne, L.C., held that upon the true construction of the will in that case the bequest of an annuity to the testator's wife was expressly conditional upon her being and remaining his lawful widow. There were no such words of condition here. The legacy was intended for some person of whom the name, with a description, was given for the purpose of ascertaining and identifying the individual. There was a compound designation consisting of the name Letitia—there were no doubt to whom that referred—and the description, "wife of my son Francis." It was a rule, however, that where the description was made up of more than one part, and one part was true

but the other false, then if the part which was true described the subject or object of the gift with sufficient certainty, the untrue part would be rejected and would not vitiate the gift: Jarman on Wills, p. 742, cited and approved by Lord Lindley in *Cowen* v. *Truefitt (Limited)* (1899, 2 Ch. 311). And as Lord Cottenham said in *Riston* v. *Cobb* (5 My. & Cr., at p. 151), the rule that where the identity of the legatee was certain, the gift would not be avoided by an inaccuracy in the description, would be destroyed if the court permitted itself to speculate without proof upon what might have been the object of the testator in giving the legacy. It was impossible to say what the testator in the present case would have done if he had positively known the precise facts in reference to the relation between his son and this lady. His lordship held, therefore, that the gift to the lady did not fail, and his decision was in accordance with that of Lord Romilly in *Turner* v. *Brittain* (3 N. R. 21), which was, he thought, the nearest case to the present that was to be found in the books.—COUNSEL, *Hughes*, K.C., and *A. H. Jessel*; *Hamilton*, K.C.; *F. Whinney*. SOLICITORS, *McDiarmid & Hill*, for *F. C. Manley*, Hull; *Markby, Stewart, & Co.*

[Reported by C. W. MEAD, Esq., Barrister-at-Law.]

High Court—Probate, &c., Division.

FLIGELSTONE *v.* **FLIGELSTONE.** Jeune, P. 18th April.

PROBATE—STRIKING WORDS "IN TRUST FOR" OUT OF WILL.

This was an action in which the plaintiff, who was the widow of the deceased, asked for a grant of letters of administration with the will annexed to the estate of Moses Lazarus Fligelstone under the following circumstances: It appeared that the deceased on the day of his death, which occurred on the 10th of September, 1901, was suffering acutely from an affection of the heart, and not having made his will, and fearing that his "wife would be left in the lurch," told a young woman who was assisting to nurse him to sit down quickly and write what he dictated. He told her to put "I, Moses Lazarus Fligelstone, being in my right mind and senses, bequeath everything to my wife. As witness my hand this the 10th day of September, 1901." This she did, but the wife, on seeing what was written, told the girl to add the words "in trust for my children." The wife's object, presumably, was to express her consciousness of her obligations to her children. Directly after the testator had dictated what he wanted, he was seized with another paroxysm of pain and died within an hour. The will was not read over to him, and the evidence was to the effect that he certainly did not intend those words to have been added, and did not know they had been. The defendants were the eight children of the deceased, and they were desirous of carrying out their father's wishes. The plaintiff therefore asked the court to strike out the words "in trust for my children."

JEUNE, P., in giving judgment, said that the evidence given by the young woman who wrote the will out had been given extremely well, and he thought that it was clear that the testator did not know that those words "in trust for my children" were inserted, and never meant them to be inserted, and he should therefore pronounce for the will in solemn form with those words omitted. The costs would come out of the estate.—COUNSEL, *Inderwick*, K.C., and *Pritchard*; *Barnard*. SOLICITORS, *Anning & Co.*; *R. Barnes*.

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

In the Goods of **EDWARD HENNAH (DECEASED).** Barnes, J. 21st April.

PROBATE—LEAVE TO SWEAR DEATH.

This was a motion for leave to swear the death of Mr. Edward Hennah, of 69, Sisters-avenue, Clapham-common, under the following circumstances: Mr. Hennah was second engineer of the steamship *Basuto*, a vessel of 2,742 tons gross, trading between Manchester and the Persian Gulf; and on the 9th of December, 1901, that vessel sailed from the port of Manchester, and was due to touch at Port Said about the 26th of December, but she had never arrived there, and the last that was heard from her was a telegram despatched by the pilot she dropped when off the coast of Anglesea. The underwriters of the vessel and her cargo had paid as upon a total loss, and Mr. Hennah's estate was estimated at £2,078, invested in various mortgages. The motion was made on behalf of Mr. Hennah's brother.

BARNES, J., gave leave to swear that Edward Hennah died on or since the 11th of December, 1901, on an affidavit being lodged at the registry to the effect that the presumed deceased was not insured.—COUNSEL, *Willcock*. SOLICITORS, *Langham, Son, & Douglas*.

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

In the Goods of **LIEUTENANT GUY CARLTON BIGG-WITHER, R.N. (PRESUMED DECEASED).** Barnes, J. 21st April.

This was a similar motion. It appeared that Lieut. Bigg-Wither had served on H.M.S. *Camilla* on the China station. He corresponded regularly with his relations until the 22nd of July, 1860, since when no further letter had been received from him and no news had been had of him. In consequence of inquiries made at the Admiralty the Accountant-General of the Navy wrote to the family's solicitors saying that it appeared from the records of the department that Lieutenant Bigg-Wither was on board H.M.S. *Camilla* at the time she was lost, and that the pay of the ship's company was made up to the 30th of September, 1860, the month in which the vessel was last heard of. Affidavits in support of the motion had been filed by the Rev. Reginald Fitz-Hugh Bigg-Wither and Lieutenant-Colonel Archibald Cuthbert Bigg-Wither, brothers of the deceased.

BARNES, J., gave leave to swear the death as having occurred in or since September, 1860, and intimated that the applicant would also have to prove his right to a grant.—COUNSEL, *Barnard*. SOLICITORS, *Frere, Cholmeley, & Co.*

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

EDWARDS *v.* **THE LORD MAYOR AND CORPORATION OF LIVERPOOL.** Div. Court. 23rd April.

PRACTICE—WRIT OF CERTIORARI—LIVERPOOL COURT OF PASSAGE ACTS (5 VICT. SESS. 2, c. 52, ss. 2 AND 3, AND 54 & 55 VICT. c. 38, s. 5.

This was an appeal from the order of Bucknill, J., granting a writ of *certiorari* for removal of the cause to the High Court of Justice. The facts of the case are as follows: The plaintiff brought an action in the Liverpool Court of Passage against the corporation for injuries occasioned by negligence of their servants in driving the electric tramcars which are their property. The corporation thereupon took steps to have it removed into the High Court, and within one month after the filing of the statement of claim applied to the master for a writ of *certiorari*, who refused it, but on appeal it was granted by Mr. Justice Bucknill on the ground that he had no discretion in the matter. The Liverpool Court of Passage is governed as to *certiorari* by two Acts—first, a private Act 5 Vict. sess. 2, c. 52, by which it is provided in section 2 that no cause in which the amount does not exceed fifty pounds shall be removed unless the defendant consents to be bound in sureties unless a judge of the High Court ordered otherwise, and section 3 provides that writs to remove the cause must be lodged within one month after the delivery of the statement of claim; and secondly, the Liverpool Court of Passage Act, 1893 (56 & 57 Vict. c. 37), s. 5, which provides that "It shall be lawful for the High Court or a judge thereof to order the removal into the High Court by writ of *certiorari* or otherwise of any action or matter commenced in the Court of Passage of the High Court as a judge thereof shall deem it desirable that it should be tried in the High Court and upon such terms as to payment of costs, giving security, or otherwise as the High Court or a judge thereof shall think fit to impose. For the plaintiff it was contended that no absolute right of removal now existed. It was also contended that the defendants were out of time, as more than one month had elapsed since the filing of the statement of claim. For the defendants it was contended that under the common law writ of *certiorari* went as of right to the inferior courts, and that the right could be only taken away by express words. They cited *Cherry* v. *Endean* (34 W. R. 458).

THE COURT (Lord ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) dismissed the appeal, being of opinion that the words of the Act of 1893 were not sufficient to deprive the litigant of the right to removal which had previously existed. They also held that as the application in the matter was made within a month of the issue of the writ, the defendants were not out of time.—COUNSEL, *H. Simmonds*; *Ashton*. SOLICITORS, *Milner & Bickford*, for *E. Lloyd*, Liverpool; *F. Venn & Co.*, for *E. R. Pickmere*, Liverpool.

[Reported by C. G. WILBRAHAM, Esq., Barrister-at-Law.]

EGHAM RURAL DISTRICT COUNCIL (Appellants) *v.* **GORDON (Respondent).** Div. Court. April 16th.

HIGHWAY—EXCESSIVE WEIGHT—DAMAGE—REPAIRS—"PERSON BY WHOSE ORDER"—"BY OR IN CONSEQUENCE OF WHOSE ORDER"—HIGHWAY AND LOCOMOTIVES (AMENDMENT) ACT, 1878 (41 & 42 VICT. c. 77), s. 23—LOCOMOTIVES ACT, 1898 (61 & 62 VICT. c. 29), s. 12.

Appeal by the plaintiffs in an action to recover £107 for extraordinary expenses incurred in repairing damage to a road caused by extraordinary traffic. The defendant was building a house, and he bought 250,000 bricks without giving any instructions as to how they were to be sent. He then went abroad, and during his absence the bricks were sent by steam haulage, the traction engines weighing fourteen tons. The Highways and Locomotives (Amendment) Act, 1878, s. 23, provides that the expense caused by traffic of excessive weight can be recovered from the person "by whose order" the traffic had been conducted, and this was amended by the Locomotives Act, 1898, s. 12, to "by or in consequence of whose order." The county court judge found that the weight of the traffic was excessive, but that it did not take place in consequence of the defendant's orders, and he gave judgment for the defendant. The plaintiffs now appealed. For the appellants, it was contended that the amending Act was intended to enable the local authority to sue the person for whose benefit whatever had taken place had been done; and although he might have given no directions as to the manner in which goods were to be conveyed to him, yet he was to be liable if the goods were brought to him in a lawful way, and that lawful way caused damage to the road: *Kent County Council* v. *Lord Gerard* (46 W. R. 111; 1897, A. C. 633), *Epsom Urban District Council* v. *London County Council* (49 W. R. 302; 1900, 2 Q. B. 751), and *Hill* v. *Thomas* (42 W. R. 85; 1893, 2 Q. B. 303). For the respondent it was contended that "for whose benefit" was not the same thing as "in consequence of," and, in any case, this was for the benefit of the vendors of the bricks. There was ample evidence that the cutting up of the road by traction engines was not the reasonable consequence of the respondent's order. The ordinary way to send bricks was by train and carts.

THE COURT (Lord ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) dismissed the appeal.

Lord ALVERSTONE, C.J., in giving judgment, said it was difficult to say that the judge had gone wrong in law or had applied a wrong principle of law. He had decided that, it being a case of excessive weight, that state

of things was not caused in consequence of the defendant's orders. That amounted to a finding that the way in which these bricks were conveyed was in no way affected by anything that the defendant ordered. It was not necessary that the bricks should be brought in that way because of any order he had given, and it was not in consequence of any direction he had given as to how, when, or where they were to be delivered. Therefore the judge had negatived the state of facts referred to by the words "by or in consequence of" in section 12 of the Act of 1898. If that was the true view he did not think that the judge had misdirected himself on any question of law. On the facts the judge was not wrong in coming to the conclusion that the heavy traffic was in consequence of the vendors' choosing this particular method of fulfilling their contract. The judge must be taken to have found that the damage was caused by the mode in which the vendors sent the goods.

DARLING and CHANNELL, JJ., agreed. Appeal dismissed.—COUNSEL, *Macmorran*, K.C., *C. F. Pritchard*, and *M'C. Hill*; *Danckwerts*, K.C., and *R. C. Glen*. SOLICITORS, *Wood, Bigg, & Nash*; *A. M. Bradley*.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

HORNSEY URBAN DISTRICT COUNCIL (Appellants) *v.* **HENNELL** (Respondent). Div. Court. 25th March and 15th April.

LOCAL GOVERNMENT—SEWERING AND PAVING STREET—APPORTIONMENT OF EXPENSE AMONGST FRONTAGERS—EXEMPTION—VOLUNTEER HEADQUARTERS—PREMISES OWNED AND OCCUPIED BY SERVANTS OF THE CROWN FOR CROWN PURPOSES—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), s. 327.

Appeal from an order of the justices of Highgate dismissing a claim for sewering and paving expenses under section 150 of the Public Health Act, 1875. The appellants were the Hornsey Urban District Council, and the respondent, Colonel Reginald Hennell, was the commanding officer of the 1st Volunteer Battalion (Duke of Cambridge's Own) Middlesex Regiment. By an indenture made the 15th of June, 1896, between the Suburban Building Land Co. and the respondent, premises called "The Elms" were conveyed unto and to the use of the respondent, his heirs and assigns, for £1,910. The premises were acquired by the respondent for the purpose of transferring them to, and in the meantime allowing them to be used by, the battalion. Certain portions, comprising an armoury and magazine, were duly appointed by the respondent as a storehouse under the Volunteers Act, 1863, s. 26, and the Regulation of the Forces Act, 1871, s. 6, and an Order in Council under the latter section. In 1897 the Secretary for War, on the application of the respondent as commanding officer, in pursuance of section 5 of the Military Lands Act, 1892, approved of £2,200, repayable in thirty-five years, being borrowed by the battalion for the purpose of acquiring the freehold. On the 1st of April, 1897, the respondent mortgaged the premises to the secretary of the Public Works Loan Commissioners to secure the loan. The money was advanced, and, together with £500 raised by voluntary subscriptions, was applied by the respondent in repaying to himself the purchase price of £1,910 and fitting up the premises for the use of the battalion. The respondent then ceased to have any interest in the premises otherwise than as commanding officer. The premises, since their acquisition by the respondent, were used as the headquarters of the battalion and for no other purpose. The upkeep of the premises was paid for entirely out of Parliamentary grants. The premises abutted on Nightingale-lane, a street (not being a highway repairable by the inhabitants at large) within the meaning of section 150 of the Public Health Act, 1875. On the 24th of January, 1900, notice was given by the appellants to the respondent and other frontagers to sewer, pave, and make good the street. The notices were not complied with and the appellants executed the work themselves. The expenses incurred by the appellants were apportioned, £409 10s. 9d. being apportioned on the respondent. The money not being paid, the appellants took summary proceedings against the respondent to recover it. On behalf of the appellants it was contended that the respondent was the owner of the premises. For the respondent it was contended that the premises were owned and occupied by the servants of the Crown for Crown purposes, and that he was therefore exempt from liability to pay any further expenses. The justices were of opinion that he was not liable and dismissed the summons. The case of *Westminster Vestry* v. *Hoskins* (1899, 2 Q. B. 474, 48 W. R. Dig. 124) was now cited as an authority in favour of the appellants, and they relied on section 327 of the Public Health Act, 1875.

THE COURT (Lord ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.), having taken time to consider their judgment, dismissed the appeal.

Lord ALVERSTONE, C.J., in reading the judgment of the court, said they were of opinion that the contention of the Crown was right, and that the appeal should be dismissed. For the reasons given in *Pearson* v. *Holborn Union* (1893, 1 Q. B. 389, 41 W. R. Dig. 165) these lands were being held for military purposes, and the respondent had no use or occupation of the premises other than as colonel commanding the corps and in discharge of his duties as such, and was in fact a mere trustee for the corps, having no personal beneficial interest. This was an ownership and occupation for, and on behalf of, the Crown, and the appellants must shew some words which imposed upon the Crown an obligation to do the work or pay the expense of it. The principle that Acts of Parliament did not impose pecuniary burdens upon Crown property unless the Crown was expressly named, or unless by necessary implication the Crown had agreed to be bound, was still applicable to such a case. The intention that the Crown should be bound or had agreed to be bound must clearly appear either from the language used, or from the nature of the enactments, and there was nothing of the kind in the Public Health Act applicable to this case which gave rise to any such presumption. In *Smithett* v. *Blythe* (1 B. & Ad. 509), where there was an express exemption of King's ships of war from light dues, other vessels of the Crown were held not to be liable, although they were not mentioned in the express exemption; in other words, the general doctrine of the immunity of the Crown applied notwithstanding the insertion of an express exempting clause as to certain matters. Similarly in the case of *Mayor of Weymouth* v. *Nugent* (13 W. R. 338, 6 B. & S. 22) stone bought for the use of the Navy was held exempt from wharfage duties created by statute upon the same principle. *Coomber* v. *Justices of Berks* (32 W. R. 525, 9 App. Cas. 61), which was a case of income-tax, was strongly illustrative of the principle, and in *Lord Advocate* v. *Lang* (5 M. 84) Crown property was held exempt from an exactly similar burden. Having regard to those authorities, they could not accept the argument that the limited exemption of certain Government lands in section 327 of the Public Health Act was sufficient to shew that all other interests of the Crown were intended to be affected by the provisions of the Act. There was no such general practice as to lead to the view that the original doctrine of Crown exemption had ceased to exist or had been infringed upon or that the insertion of a particular protecting clause was intended to shew that only that class of Crown property was intended to be exempt. Appeal dismissed. Leave to appeal.—COUNSEL, *Bray*, K.C., and *A. Glen*; *Sir R. B. Finlay*, A.G., *H. Sutton*, and *G. S. Robertson*. SOLICITORS, *Lennard J. Tatham*; *Solicitor to the Treasury*.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

Bankruptcy Cases.

Re **JUKES**. *Ex parte* **THE OFFICIAL RECEIVER**. Wright, J. 21st April.

BANKRUPTCY—FRAUDULENT TRANSFER—CONVEYANCE OF THE WHOLE OF A DEBTOR'S PROPERTY FOR A PAST DEBT—PROTECTED TRANSACTION—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), ss. 4 (1) (h), 49.

Application by the official receiver, acting as trustee in the bankruptcy, for an order setting aside the transfer by the debtor to one Christopher Whitfield of seventeen cabs, sixteen horses, and six sets of harness, forming practically the whole of the debtor's property, in consideration of a past debt. The transfer in question took place on the 9th of August, 1901, at which date the debtor, a cab proprietor, was considerably in debt to his corn merchants, who were pressing for payment of their account, and had refused to supply any more corn unless paid in cash. It appeared from the evidence that the respondent was aware that the property transferred was all that the debtor possessed, and also knew that the corn merchants were pressing for payment. The receiving order was made on the 4th of October, 1901, and the official receiver became trustee in the bankruptcy.

WRIGHT, J., allowed the application and set aside the transfer, holding that the respondent was not protected by section 49 of the Bankruptcy Act, 1883, having in satisfaction of a past debt taken over the whole of the debtor's property with knowledge that there were other creditors. The case was distinguishable from *Shears* v. *Goddard* (44 W. R. 402; 1896, 1 Q. B. 406), where it did not appear that the purchaser was aware that the whole of the debtor's property was being conveyed or that any fraud on the bankruptcy law was in contemplation.—COUNSEL, *Carrington*; *G. A. Scott*. SOLICITORS, *G. B Howard & Sons*; *Alfred White & Co.*

[Reported by P. M. FRANCKE, Esq., Barrister-at-Law.]

Solicitors' Cases.

REX *v.* **EGERTON AND ANOTHER**. *Ex parte* **MUNBY**. Div. Court, 22nd April.

POOR RATE—COMPANY—NON-PAYMENT OF RATES—SOLICITOR TO COMPANY ACTING AS SECRETARY—COMMITTAL OF SECRETARY—CERTIORARI—COSTS.

In this case a rule *nisi* for a *certiorari* had been obtained by Mr. F. H. Munby to bring up to be quashed an order of the justices for the Borough of Fulham committing him for seven days as secretary of the General Manufacturing and Waste Utilization Co. (Limited) for non-payment of rates in respect of premises occupied by the company at Fulham, his name having, without his knowledge or consent, been placed upon the rate-book as secretary of the company. The facts were shortly as follow: In July of last year Mr. Munby undertook to act as secretary, his firm being solicitors, to the company. In August following, the company not having paid rates in respect of a wharf at Fulham, due in the previous April, a summons was served on the company and Mr. Munby, as their secretary, to recover the rates then due. The applicant being unable to attend on the return of the summons, the managing director of the company attended on his behalf and objected to the applicant's name being on the summons, corroborating the reasons for his appointment to the post of secretary which had already been sent by him to the town clerk. At the hearing it was understood that the justices had removed the applicant's name, but the rates not being paid, the overseers applied for a committal order and it then first came to the applicant's knowledge that his name had not been removed from the rate-book, and further, that the list had been amended by adding the name of the managing director. On the return of the application to commit, the applicant again object to either his name or that of the managing director being on the rate book, on the ground that there was no occupation of the premises by either of them, beneficial or otherwise; and *Reg.* v. *Assessment Committee of St. Pancras* (2 Q. B. D. 581) was referred to. The justices removed the name of the managing director, but decided that, being unable to commit the company, they were justified in committing the applicant as secretary, and accordingly made an order committing him for seven days. Against this order the applicant applied by way of *certiorari*

and obtained a rule *nisi*, which now came on for argument, but no one appearing to shew cause,

THE COURT (Lord ALVERSTONE, C.J., and WALTON, J.), the facts having been stated as above, made the rule absolute.

Counsel in support of the rule asked for costs.

THE COURT decided, on the authority of *London County Council* v. *West Ham Churchwardens* (1892, 2 Q. B. 173), following *Reg.* v. *Parlby* (W. N., 1889, p. 190), that they had no power to award costs either against the justices or the Borough of Fulham.—COUNSEL, *R. Cunningham Glen*. SOLICITORS, *Leesmith & Munby*.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

LAW SOCIETIES.

LAW ASSOCIATION.

At a meeting of the directors held at the Hall of the Incorporated Law Society on Thursday, the 17th of April, Mr. Samuel J. Daw in the chair, the other directors present being Mr. Burt, Mr. Birdwood, Mr. Foss, Mr. Peacock, Mr. Ram, Mr. Toovey, and Mr. Vallance, two new life members and nineteen new annual subscribers were elected members.

The date of the Annual General Court was fixed for Thursday, the 29th of May next, and other general business was transacted.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

The following gentlemen were called to the bar on Wednesday:

LINCOLN'S-INN.—Charles Fraser Hornsby, London Univ. and Royal Univ. of Ireland; Charles Harold Smith; Christopher John Wickens Farwell, Edinburgh Univ.; Arthur Venn Prior, Pemb. Coll., Camb., B.A.; Henry Thomas Thomson, Balliol Coll., Oxford, B.C.L., M.A.; Reginald Beddington, C.C.C., Oxford, B.A.; Archibald Henry Pocock, Trin. Coll., Camb., M.A.; Arthur Lionel Downer; Gerald Berkeley Hertz, Lincoln Coll., Oxford, B.A.; Ganpatrao Lakshman Subhedar, Allahabad Univ., B.A.; Abdul Majid Khan; Alfred Gorham, of the Irish Bar, Trin. Coll, Dublin, B.A.

INNER TEMPLE.—G. F. S. Christie, Camb.; D. G. Evans, B.A., Camb.; J. F. Marshall, M.A., Camb.; E. T. Whitaker, M.B., B.Sc., Edinburgh, D.P.H., Camb.; W. P. Brigstocke; A. B. Field, B.A., Camb.; J. W. Lewis, B.A., Oxford; S. A. Tippetts, B.A., Oxford; E. C. Bentley, B.A., Oxford; Ll. S. Davies, Oxford; H. C. Dickens, LL.B., Camb.; C. R. Buxton, M.A., Camb.; G. W. P. Swinburn, B.A., Oxford; Ellis Ashmead-Bartlett; F. H. C. Day, B.A., Camb.; J. A. Langston, B.A., Oxford; C. O. Wheatherby, B.A., Oxford; C. W. Heneage, B.A., Oxford; G. S. Croshaw, B.A., Oxford; E. L. R. Kelsey, B.A., Camb.; K. R. Swan, B.A., Oxford; C. Doughty, B.A., Oxford; and Ernest Todd.

MIDDLE TEMPLE.—H. M. Thin; T. Fentem, M.D., Edinburgh; W. N. Graham,; F. H. Berryman; W. L. Newey; J. C. Gaskell, B.A., Oxford; Sir H. W. R. Fairfax-Lucy; F. J. Caswell; G. H. Couch; T. G. F. Palmer; A. J. M Brice; G. S. Sanders, LL.B., London.

GRAY'S-INN.—R. H. Watkin; P. C. Lobo, Trin. Hall, Camb., B.A., and Madras Univ., B.A.; C. Terrell; F. S. Leung, London Univ., special prize for evidence, procedure, and criminal law, Michaelmas, 1900; and T. J. Williams.

LAW STUDENTS' DEBATING SOCIETY.

The annual dinner of this society was held on Tuesday night at the Hotel Cecil. Lord ASHBOURNE, Lord Chancellor of Ireland, presided.

After the usual toasts, Mr. TYLDESLEY JONES proposed "The Bench and the Bar."

Mr. Justice DARLING, in reply for the bench, remarked that while the proper study of mankind was man, the proper study of the bar was the bench.

Dr. C. HERBERT-SMITH responded for the bar.

Mr. STEWART SMITH, K.C., proposed "The Incorporated Law Society," and Sir A. ROLLIT, in replying to the toast, said he thought the Discipline Committee of the society did its work admirably. The society endeavoured to consult the interests of both the profession and the public. In regard to the new University of London, they had now settled their legal curriculum, and he hoped there were few law students who would not only avail themselves of the teaching given by the university, but would determine to secure for themselves the encouragement and stimulus of taking the degree of the university.

The CHAIRMAN proposed the toast of "The Law Students' Debating Society." He remarked that he knew of no training more useful for the legal profession than such a society. Men learnt in the course of the debates how to rise up and face a great audience, and to recognize the methods, courtesies, and decencies of debate.

Mr. CROOM JOHNSON, in replying to the toast, said that the society had held its annual dinners for upwards of fifty years. Its membership was never higher than at the present time. The new membership for the present session was above the average; their finances were sound, and the high standard of their debates held been well maintained.

LAW STUDENTS' SOCIETIES.

BIRMINGHAM LAW STUDENTS' SOCIETY.—April 22.—The chair was taken by Mr. A. E. Guy Pritchard.—A debate took place on the following moot point: "A. is the owner of certain freehold cottages subject to a mortgage. He owes B. £500. Being pressed for security A. signs a document in these terms: '1st November, 1900. Pay as much as possible before Christmas. Will sell stock and afterwards give writings of cottages as security after Christmas. (Signed) A.' Is B. entitled to be considered a mortgagee of the cottages, and if so, can he enforce his security by way of foreclosure?" The speakers on the affirmative were Messrs. R. S. Mandale, E. Foulston, T. H. Cleaver, S. J. Grey, and E. A. B. Cox; and in the negative Messrs. T. F. Duggan, E. Woodward, J. A. Shephard, Stanley Smith, H. W. Lyde, and W. H. Coley. After the openers on either side had replied, the chairman summed up, and then put the question to the meeting, when a verdict was given in favour of the negative by a majority of eight votes. A hearty vote of thanks to the chairman for presiding closed the meeting.

LEGAL NEWS.

OBITUARY.

We regret to announce the death at Brighton on the 15th inst. of Mr. FREDERICK RAMADGE, barrister-at-law, in his seventy-fifth year. Mr. Ramadge, who was the son of Dr. F. H. Ramadge, a London physician, was educated at Caius College, Cambridge, and was called to the bar in 1854. He devoted himself to conveyancing, and for many years had a good practice, being, we believe, Conveyancing Counsel to the War Office. He retired from practice a few years ago, but continued up to a recent date to put in an appearance at the guest-night dinners of his brother conveyancers. He had an eminently kindly and cheery disposition, and it must have been this which preserved his comparatively youthful appearance, which had altered little during the last twenty years. His death will be greatly regretted by his many friends.

Mr. GERALD GEOGHEGAN, barrister-at-law, was found on Wednesday evening dead in his chambers at the Temple. He was educated at Trinity College, Dublin, and was called to the English bar in 1877. He had for many years an extensive practice in criminal cases, and his services were eagerly sought in licensing cases.

APPOINTMENT.

Mr. R. D. RICHARDS, solicitor, of Barmouth, has been appointed Clerk to the Dovey Mawddach and Glaslyn Fishery Board of Conservators, in succession to the late Mr. W. R. Davies, solicitor, of Dolgelley.

GENERAL.

Mr. Justice Kennedy has been confined to the house by a cold.

It is stated that, as the result of the deliberations of the benchers of the Middle Temple, Dr. Krause has been debarred, and his name removed from the roll of the members of the Middle Temple.

It is stated that the benchers of the Middle Temple have refused permission to the Post Office authorities to open the roads and lay their telephone wires within the precincts of the Middle Temple.

In a Georgia case, says the *Central Law Journal*, the judge, in the course of his judgment, said that "Montgomery, C.J., was providentially prevented from presiding in this case." This may have been a whack at Montgomery, C.J., or at the lawyer who argued the case before the weary judge.

According to the *Kansas City Bar Monthly*, an ordinance has been recently introduced into the Kansas City Council to require what they term "snitches" to pay a licence of five hundred dollars per year. By a "snitch" is meant one who for a consideration offers his services to attorneys to bring them business, generally of the damage-suit kind.

Mr. Justice Kekewich resumed his sittings, after his recent indisposition, on Monday; it would appear in excellent spirits, for on Tuesday he is credited with having remarked, with reference to a case before him, that he was convinced he had only a very small portion of the facts before him, but he would do the best he could with them. "It would require," he added, "a very shrewd man to say under which thimble the pea was."

It is announced that the Court of Claims will meet on Wednesday, the 14th day of May next, at 11 a.m., at the Council Chamber, Whitehall, to settle their Report to His Majesty, and any persons still desirous of making Petitions and Claims concerning Services to be performed at the time of the ensuing Coronation are required to lodge the same with the Clerks of the Court, Privy Council Office, Whitehall, on or before the 7th day of May next.

"British Rule and Jurisdiction Beyond the Seas" is the title of a book by the late Sir Henry Jenkyns, which is about to be issued by the Oxford University Press. The author was Parliamentary Counsel to the Treasury from July, 1886, to February, 1899, and in the December of the latter year he died. Sir Courtenay Ilbert has written a preface to the volume, in which are given some interesting details of Sir Henry's remarkable career and personality.

A conference of the members of the International Maritime Committee will take place at Hamburg on the 25th, 26th, and 27th of September next. The Lord Chief Justice of England, Mr. Justice Phillimore, Sir John Glover, Mr. Charles MacArthur, M.P., Mr. Carver, K.C., and Dr. Stubbs are among those who have promised to be present. The foreign members will be the guests of the Hamburg Senate and of the German Association of Maritime Law, under the presidency of Dr. F. Sieveking.

Mr. Joseph Lawrence, M.P., has given notice of the following amendment for the Second Reading stage of the Patent Law Amendment Bill: That no Bill dealing with the amendment of the patent law will be satisfactory which does not provide for the removal of the advantages which foreign inventors and manufacturers possess over British inventors and manufacturers by reason of the inequalities between the patent laws of Great Britain and those of the leading Continental nations.

The election of Town Clerk of the City of London has been fixed for the 1st of May. The five selected candidates were: Mr. James Bell, town clerk of Leicester; Mr. John Henry Ellis, town clerk of Plymouth; Mr. W. Guy Granet, secretary of the Railway Companies Association; Mr. John Hunt, town clerk of Westminster; and Mr. William Chambers Leete, town clerk of Kensington. Mr. Granet has retired from the contest, and it is anticipated that the sixth in order—Mr. Prescott, town clerk of Fulham—will now be included in the contest.

The Court Leet of the Royal Manor of the Savoy will, says the *Times*, be held by Mr. G. R. Askwith, barrister-at-law, the high steward, at St. Clement Danes Vestry, on Tuesday next, the 29th inst., when two burgesses will be elected and other business transacted. This court has been held almost continuously for upwards of 700 years. Its duties are to look after the nuisances and to see that the bounds of his Majesty's manor are properly maintained. Boundary stones are placed in the Hotel Cecil, on the Thames Embankment, in Child's Bank and Twining's Bank, and at the Lyceum Threatre. Half the revenue of the Duchy of Lancaster is drawn from the property within this area.

One of the most remarkable men in the public life of London, says the *Evening News*, disappears by the resignation of Colonel Hughes [solicitor], the late member for Woolwich. For nearly half a century he has controlled the destinies of Woolwich. He has held almost every public office in the Arsenal town that it has been possible for him to hold. He has been Woolwich's spokesman in Parliament, on the old Metropolitan Board of Works, School Board, and County Council, and in each case his membership extended over a great many years. He was senior member of Parliament for the metropolitan boroughs. His connection with the central authorities by no means exhausted his energies. After resigning his position as member of the Woolwich Board of Health, he became its solicitor, and served the board for forty years. For twenty-two years he was member of the Plumstead District Board, and for thirty-seven years was vestry clerk to the Plumstead Vestry, besides holding many other minor appointments. He was also the first mayor of the new borough.

In moving the Second Reading of the Musical Copyright Bill in the House of Lords on the 17th inst., Lord Monkswell said that the Bill reprinted and applied to musical copyright four clauses of the Copyright Bill which passed the House of Lords in 1900, with the object of giving additional and summary powers for the express purpose of stopping the piracy of musical works. Any person printing, selling, distributing, or importing any pirated musical work would be liable to a penalty not exceeding £5 for every copy so dealt with, such fine not to exceed £50 in respect of any one transaction. A court of summary jurisdiction upon the application of the owner of the copyright in any musical work may authorize a constable to seize without warrant pirated copies hawked or carried about, and may order them to be destroyed or to be delivered to the owner. A constable authorized by the apparent owner of any musical copyright may seize pirated copies being hawked about and offered for sale. He intended in deference to the wishes of some members of the other House, to move the omission of sub-section 2 of Clause II., giving a power of search to a constable. The Bill was read a second time.

A deputation representing the Liverpool Corporation, the Chamber of Commerce, and the Liverpool Incorporated Law Society waited on the Lord Chancellor on Wednesday evening for the purpose of urging the adoption of rules designed to extend the jurisdiction and enlarge the powers of the Liverpool Court of Passage. Mr. W. F. Lawrence, the senior member for the city, introduced the deputation, which comprised the Lord Mayor, Mr. J. Lawrence (deputy chairman of the Finance Committee), Sir Alfred Jones (president), Mr. Charles Lancaster, Mr. T. H. Barker (secretary of the Liverpool Chamber of Commerce), Mr. W. Wellington Williams (chairman of the Under-Writers' Association), Mr. H. Bateson (president), and Mr. F. M. Hall (treasurer of the Liverpool Incorporated Law Society), and Mr. E. R. Pickmere (town clerk). The deputation was accompanied by the following local members of Parliament: Sir John Willox, Mr. A. F. Warr, Mr. Charles M'Arthur, Mr. R. P. Houston, Mr. David MacIver, Mr. S. W. Higginbotton, and Mr. T. P. O'Connor. The point urged upon the attention of the Lord Chancellor was that the Rule Committee should consider the advisability of applying to the Court of Passage such of the rules of the High Court as could properly be made applicable, and it was pointed out that this proposal was submitted to the Rule Committee as far back as 1894. The Lord Chancellor, in the course of his reply, promised to consider the points brought to his notice by the deputation, but would not undertake to make the amendments in the rules which they desired. He was opposed to making any court for a special class of litigation. He did not like special judges; they must be all-round judges. He would, however, bring the matter before the Rule Committee. He desired to do everything possible to facilitate judicial procedure in a great commercial port like Liverpool.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, April 28	Mr. Farmer	Mr. Church	Mr. Godfrey	Mr. Carrington
Tuesday 29	Godfrey	King	Farmer	Pugh
Wednesday 30	Greswell	Church	Godfrey	Carrington
Thursday, May 1	W. Leach	King	Farmer	Pugh
Friday 2	King	Church	Godfrey	Carrington
Saturday 3	Church	King	Farmer	Pugh

Date.	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday, April 28	Mr. W. Leach	Mr. Jackson	Mr. R. Leach	Mr. Beal
Tuesday 29	Greswell	Pemberton	Beal	R. Leach
Wednesday 30	W. Leach	Jackson	R. Leach	Pemberton
Thursday, May 1	Greswell	Pemberton	Beal	Jackson
Friday 2	W. Leach	Jackson	R. Leach	Pugh
Saturday 3	Greswell	Pemberton	Beal	Carrington

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

April 29.—Messrs. Debenham, Tewson, Farmer, & Bridgewater, at the Mart, at 2, in One Lot, Kidbrook Lodge, Blackheath, a very valuable Freehold and small part Long Leasehold Property, occupying one of the best positions in this favourite district, comprising a spacious old Residence and Grounds, embracing an area of about 13a. 3r. 19p. The property possesses frontages of about 310ft. to Blackheath, and about 1,065ft. to Kidbrook-grove. Solicitors, Messrs. Minet, Harvie, May, & Co., London.—113, Westbourne-grove, Bayswater: Freehold Premises, with handsome corner shop, in the occupation of the American Shoe Co.; also an adjoining Shop in Hereford-road. 13, Chichester-street, Paddington: A Leasehold House and Shop. 8, Cornwall-road, Bayswater: A Leasehold semi-detached Residence, a few minutes' walk from Westbourne-park Station (Metropolitan and G.W. Railways). Solicitors, Messrs. Ford, Lloyd, Bartlett, & Michelmore, London.—Hampstead Heath (about a mile from Hampstead Heath and the Finchley-road Stations): First-class Family Residence. Solicitors, Messrs. Coldham & Birkett, London. (See advertisements, April 19, p. 4)

April 30.—Messrs. H. E. Foster & Cranfield, at 77, Chancery-lane, Office Furniture. (See advertisement this week, back page.)

May 1.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2 p.m.:—

REVERSIONS:

To One-sixth of a Trust Fund in Railway Stock, &c., value £61,450; lady aged 54. Solicitors, Messrs. Herbert Reeves & Co., London.

To One-tenth of a Residuary Estate, value £111,139; lady aged 77. Solicitor, G. J. Fowler, Esq., London.

To One-thirtieth of a Trust Estate in De Beers Mines, &c., value £214,000; lady aged 70. Solicitors, Messrs. Phelps, Sidgwick, & Biddle, London.

To Two Cottages at Leytonstone; lady aged 85. Solicitors, Messrs. Sandom, Kersey, & Knight, London.

To One-fifth of a Trust Fund, value £20,000; lady aged 66. Solicitors, Messrs. Wilkinson, Howlett, & Wilkinson, London.

To a Part of a Trust Fund, value £61,000 (see particulars); ladies aged 78, 67, and 62. Solicitors, Messrs. West, King, Adams, & Co., London.

To One-third of a Trust Estate, value £6,580 in Government Stock; lady aged 79. Solicitors, Messrs. Barlow & Barlow, London.

To One-seventh of a Trust Fund, value £17,420 in Madras Railway Stock; ladies aged 50 and 41. Solicitors, Messrs. Hores, Pattison, & Bathurst, London.

To a Legacy of £1,000; lady aged 68. Solicitors, Messrs. Witham, Roskell, Munster, & Weld, London.

To One-eighth of a Trust Fund, value £10,000; lives aged 65 and 67.

To Three-thirteenths of a Trust Fund, value £12,000; life aged 55. Solicitors, Messrs. Pearce-Jones, & Co., London.

POLICIES for £1,000 and £500. Solicitors, Messrs. H. & C. Collins, Reading.

STOCK in the Kingston-on-Thames Gas Co. Solicitors, Messrs. Robbins, Billing, & Co., London.

(See advertisements, this week, back page.)

May 1.—Messrs. Stimson & Sons, at the Mart, at 2:—Bexley, Kent, on the Maypole Estate, one mile from Bexley and Crayford Stations, Freehold Building Estate of 10½ acres, freehold building plots, ground-rents, and houses. Solicitors, Messrs. Engall, Davidson, & Crane, Messrs. Braby & Macdonald, and Messrs. Todd, Dennis, & Lamb, London. (See advertisements, this week, p. 458.)

WINDING UP NOTICES.

London Gazette.—Friday, April 18.

JOINT STOCK COMPANIES.

Limited in Chancery.

Athenæum Printing Co, Limited (in Voluntary Liquidation).—Creditors are required, on or before May 30, to send their names and addresses, and the particulars of their debts or claims, to Oscar Michael, 37, Walbrook

Automatic Supply Co, Limited.—Petn for winding up, presented April 16, directed to be heard April 29. Hurrell & Co, 33, Cornhill, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 28

East Siberian Syndicate, Limited (Incorporated in the Year 1900).—Creditors are required, on or before May 30, to send their names and addresses, and the particulars of their debts or claims, to Frank Cook, Norfolk House, Laurence Pountney hill. Jenkins & Co, Chapel pl, Poultry, solors to the liquidator

Inlaid Linoleum (Thomsons Patent) Co, Limited.—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Jonathan Ingham Learoyd, Lancashire and Yorkshire Bank chmbrs, Halifax. Godfrey & Co, Halifax; Harrison & Co, Wakefield, solors to joint liquidators

Jasper Town and Lands, Limited.—Creditors are required, on or before May 28 to send their names and addresses, and the particulars of their debts or claims, to Mr Edmund Hesch, 18, St Helen's pl. Slaughter & May, Austin Friars, solors to liquidator

Johnston Die Press Co, Limited.—Petn for winding up, presented April 15, directed to be heard April 29. Blundell & Co, Serjeants' inn, Fleet st, for Gordon & Co, Bradford, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 28

Lyric Trusts, Limited.—Petn for winding up, presented April 17, directed to be heard April 29. Powell & Burt, 28 and 29, St Swithin's ln, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 28

Mercantile Lighterage Co, Limited.—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Richard Wood, Camomile st chmbrs, Camomile st. Nicholson & Co, Coleman st, solors for liquidator

Metals Constituents, Limited (in Liquidation).—Creditors are required, on or before June 4, to send their names and addresses, and the particulars of their debts or claims, to Frank Scrutton, 679, Salisbury house, London Wall. Blair & Girling, Wool Exchange, Basinghall st, solors for liquidator

MINING ADVENTURERS, LIMITED—Creditors are required, on or before June 2, to send in their names and addresses, and the particulars of their debts or claims, to Alfred Edward Taylor, 9, Throgmorton av. Travers & Co, Throgmorton av, solors

NEWCASTLE-ON-TYNE CO-OPERATIVE CABINET MAKERS, LIMITED—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Benjamin Tetlow, Co-operative Union, Limited, West Blandford st, Newcastle upon Tyne. Dransfield & Elsdon, Newcastle upon Tyne, solors to liquidators

PRESS, LIMITED—Petn for winding up, presented April 11, directed to be heard April 29. Stanley & Co, Bank chmbrs, Ludgate hill, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 28

WASSAU PIONEERS, LIMITED—Creditors are required, on or before May 20, to send their names and addresses, and the particulars of their debts or claims, to Edward Andrew Schneidau and Henry Read Smith, 31, Walbrook

WEYMOUTH COLLEGE CO, LIMITED—Creditors are required, on or before May 14, to send their names and addresses, and the particulars of their debts or claims, to Bidny Spark Milledge, 74, St Thomas st, Weymouth

London Gazette.—TUESDAY, April 22.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALBERTA AND BRITISH COLUMBIA EXPLORATION CO, LIMITED—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Thomas Adams, 2, Suffolk ln

ANGLO-CANADIAN PRODUCE, LIMITED—Creditors are required, on or before May 17, to send their names and addresses, and particulars of their debts or claims, to Fred. S. Salaman, 8, Bucklersbury. Morley & Co, Gresham House, solors for liqu dator

ELLIOTT PURCHASE SYNDICATE, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required on or before May 20, to send their names and addresses, and the particulars of their debts or claims, to John Folland Lovering, 3, Church passage, Guildhall

GAS AND SULPHATE PRODUCER, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to F. K. Wiffin, 14, Queen Victoria st. Burn & Berridge, Old Broad st, solors to liquidator

LONDON HOIST AND CHAIN CO, LIMITED—Creditors are required, on or before May 10, to send their names and addresses, and the particulars of their debts or claims, to W. F. Manleston, 34, New Bridge st

PRODUCTIONS SYNDICATE, LIMITED—Creditors are required, on or before May 10, to send their names and addresses, and the particulars of their debts or claims, to John Stewart Mallam, 30, Moorgate st

SECURITIES REALIZATION CORPORATION, LIMITED—Creditors are required, on or before May 22, to send their names and addresses, and the particulars of their debts and claims, to Henry Spain, 76, Coleman st

WELD HERCULES GOLD MINES, LIMITED—Creditors are required, on or before May 22, to send their names and addresses, and the particulars of their debts or claims, to Alfred Caillat, Broad st House, New Broad st. Mayo & Co, Drapers' gdns, solors for liquidator

WILLIAM AINSLEY & BROTHER, LIMITED—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to John Ainsley and Thomas Mavin, 11, Waddington st, Durham. Wilson & Co, Durham, solors to liquidators

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, April 18.

RECEIVING ORDERS.

ALLEN, ALBERT, Ilkeston, Derby, Lace Mechanic Derby Pet April 14 Ord April 14

ALLEN, JOHN BENNET, Ladywell, Kent, Timber Measurer Greenwich Pet April 15 Ord April 15

ANDERTON, CHRISTOPHER, Middlesbrough, Umbrella Maker Stockton on Tees Pet April 14 Ord April 14

ANSLOW, WILLIAM RICHARD, Choriton cum Hardy, nr Manchester, Commission Agent Salford Pet April 15 Ord April 15

BARRETT, WILLIAM LEWIS, Worthing, Surveyor Brighton Pet April 15 Ord April 15

BIRD, JAMES AUGUSTUS, Manchester, Mercantile Clerk Salford Pet April 15 Ord April 15

BISCHOFF, OTTO, Harringay Park, Fancy Glass Merchant High Court Pet April 11 Ord April 15

CAMPBELL, ARCHIBALD P R C, Philbeach gdns, South Kensington High Court Pet Dec 2 Ord April 14

CLUTTON, JAMES, Colwyn Bay, Denbigh, Cab Proprietor Bangor Pet April 15 Ord April 15

CRICHTON, JOHN, Gloucester, Drapers' Traveller Gloucester Pet April 14 Ord April 14

CUNNINGHAM, JAMES LYMOKE, Wakefield, Plumber Wakefield Pet April 16 Ord April 16

FISHMAN, HARRIS, Hackney rd, Boot Manufacturer High Court Pet April 15 Ord April 15

FREEMAN, ALICE, Brighton, Toy Dealer Brighton Pet April 2 Ord April 14

GREASLEY, ARTHUR, Kingston upon Hull, Valuer Kingston upon Hull Pet April 14 Ord April 14

GREEN, THOMAS HENRY, Torquay, Accountant Exeter Pet April 15 Ord April 15

GOODWIN, FRANCIS DAYKIN, Melton Mowbray, Builder Leicester Pet April 15 Ord April 15

HAYCOCK, HERBERT CLEMENT, Bedford sq, Printer's Manager High Court Pet April 14 Ord April 14

HERBERT, T, & Co, Leicester, Boot Manufacturers Leicester Pet April 3 Ord April 14

HOWE, JOHN, Penrith, Cumberland, Draper Carlisle Pet April 14 Ord April 14

HULL, GEORGE SKELTON, Mossley, Warwick, Merchant's Clerk Birmingham Pet April 15 Ord April 15

JENKINS, JAMES, Porth, Draper Pontypridd Pet April 15 Ord April 15

KEAN, PETER OWEN, and WILLIAM KEAN, Seacombe, Cheshire, Newspaper Proprietors Birkenhead Pet March 27 Ord April 14

KEMP, HARRY, Manchester, Cotton Merchant Manchester Pet April 2 Ord April 14

KLEISER, BERNHARD, Cheshunt, Herts, Watchmaker Hertford Pet March 24 Ord April 15

LAURENCE, HERBERT, Upper Warlingham, Surrey High Court Pet Feb 4 Ord April 16

LYON, THOMAS CHARLES, Camborne, Cornwall, Grocer Truro Pet April 14 Ord April 14

MCLESTER, WILLIAM PEARSON, and PERCY BRADFORD, Adwalton, Yorks, Grocers Bradford Pet April 15 Ord April 15

NOTON, WILLIAM, Bakewell, Derby, Publican Derby Pet April 5 Ord April 14

PARSONS, PHILIP JOHN, Cardiff, Butcher Cardiff Pet March 24 Ord April 11

PEARL, ALEXANDER, Hackney, Leather Factor High Court Pet April 16 Ord April 16

POOLE, GEORGE HENRY, New Kent rd, Southwark, Baker High Court Pet March 20 Ord April 16

ROBINSON, FRANK, and GEORGE ALBERT ROBINSON, Northwich, Painters Crewe Pet April 15 Ord April 15

RUSBY & Co, Tulse Hill, Underclothing Manufacturers High Court Pet March 29 Ord April 14

SANDERSON, ARTHUR JAMES, Brixton, Company Promoter High Court Pet Jan 4 Ord April 14

SHUTT, THOMAS, and SAMUEL BERRY, Bradford, Grocers Bradford Pet April 15 Ord April 15

STEPHENS, JOHN, Devonport, Bootmaker Plymouth Pet April 16 Ord April 16

STRINGER, GEORGE, Menai Bridge, China Dealer Bangor April 15 Ord April 15

TRAFE, JAMES, Southleigh, Devon, Farmer Exeter Pet April 2 Ord April 16

TRINDER, GEORGE, sen, South Cerney, Glos, Dealer Swindon Pet April 15 Ord April 15

TWIST, SEPTIMUS REUBEN, and HENRY OSWALD TALBOT, Northampton, Iron Founders Northampton Pet April 14 Ord April 14

WALLER, LAURENCE MARY, Southport Liverpool Pet April 15 Ord April 15

WAY, JOHN HORSFALL, Metropolitan Cattle Market, Licensed Victualler High Court Pet March 22 Ord April 14

WHITEHEAD, JAMES, Otley, Yorks, Poultry Dealer Leeds Pet April 12 Ord April 12

WHITTINGSLOW, WILLIAM BARTLETT, Stalybridge, Chester, Grocer Stalybridge Pet April 16 Ord April 16

WOODBRIDGE, FRANCIS, Holyport, nr Maidenhead, Brick Manufacturer Windsor Pet April 12 Ord April 14

Amended notice substituted for that published in the London Gazette of April 15:

YARWOOD, CHARLES EDWIN, Greenheys, Manchester, Fish Salesman Manchester Pet April 12 Ord April 12

FIRST MEETINGS.

ALLEN, ALBERT, Ilkeston, Lace Mechanic April 25 at 11.30 Off Rec, 47, Full st Derby

BARNES, CHARLES BENJAMIN, Ipswich, Coach Builder April 30 at 11 Off Rec, 36, Princes st, Ipswich

BENNETT, WILLIAMSON, Upton, Lincs, Carrier April 30 at 12.30 Off Rec, 31, Silver st, Lincoln

BIRD, JAMES AUGUSTUS, Rusholme, Manchester, Mercantile Clerk April 25 at 2.30 Off Rec, Byrom st, Manchester

BISCHOFF, OTTO, Harringay park, Fancy Glass Merchant April 25 at 12 Bankruptcy bldgs, Carey st

BLANKLEY, CHARLES, Fore st, Cripplegate April 25 at 2.30 Bankruptcy bldgs, Carey st

CAMPBELL, ARCHIBALD P R C, Philbeach gdns, South Kensington April 29 at 12 Bankruptcy bldgs, Carey st

CRICHTON, JOHN, Gloucester, Draper's Traveller April 26 at 12 Off Rec, Station rd, Gloucester

CURTIS, RICHARD, Wakefield, Plumber April 25 at 11 Off Rec, 6, Bond ter, Wakefield

DALY, HENRY PERCY, Kingston upon Hull, Solicitor April 25 at 11 Off Rec, Trinity House ln, Hull

DAVIES, DAVID HENRY, Newport, Mon, Grocer April 25 at 11 Off Rec, Westgate chmbrs Newport, Mon

FISHMAN, HARRIS, Brunswick st, Hackney rd, Boot Manufacturer April 28 at 12 Bankruptcy bldgs, Carey st

GREEN, THOMAS HENRY, Torquay, Accountant May 1 at 10.30 Off Rec, 13, Bedford circus, Exeter

HILL, JOHN, Tredegar, Mon, Boot Manufacturer April 28 at 12 135, High st, Merthyr Tydfil

HUDSON, THOMAS, Stockport Builder's Merchant April 25 at 11 Off Rec, County chmbrs, Market pl, Stockport

JENKINSON, JOSEPH, Sheffield, Butcher April 25 at 3 Off Rec, Figtree ln, Sheffield

KITCHIN, SAMUEL, and GEORGE FREDERICK SAUNDERS, Market Harborough, Leicester, Ironmongers April 25 at 12.30 Off Rec, 1, Berridge st, Leicester

KNIGHT, THOMAS WILLIAM FREDERICK, Roundhay, Yorks Grocer April 30 at 11 Off Rec, 22, Park row, Leeds

LYON, THOMAS CHARLES Camborne, Cornwall, Grocer April 29 at 12 Off Rec, Boscawen st, Truro

MCLESTER, WILLIAM PEARSON, and PERCY BEDFORD, Adwalton, Yorks, Grocers April 29 at 11 Off Rec, 31, Manor row, Bradford

MILLER, JOHN HENRY, Bungay, Suffolk, Grocer April 26 at 1 Off Rec, 8, King st, Norwich

OGLE, GEORGE EDWARD, Gainsborough, Lincs, General Dealer April 30 at 12 Off Rec, 31, Silver st, Lincoln

PARRY, THOMAS WYNN, Blaina, Mon, Innkeeper April 25 at 3 135, High st, Merthyr Tydfil

PEARSON, JOHN THOMAS, Sheffield, Licensed Victualler April 25 at 4 Off Rec, Figtree ln, Sheffield

SANDERS, JOSEPH, and WILLIAM MACE, Alton, Staffs, Bakers April 29 at 11.30 North Stafford Hotel, Stoke upon Trent

SHAW, GEORGE, Monsal Dale, nr Buxton, Farmer April 25 at 12 Off Rec, 47, Full st, Derby

SHUTT, THOMAS, and SAMUEL BERRY, Bradford, Grocers April 28 at 11 Off Rec, 31, Manor row, Bradford

STARLING, JOHN HENRY, Eastbourne, Licensed Victualler April 25 at 2.30 Sussex House, Eastbourne

SUDBURY, GEORGE, Westbourne grove, Printer April 28 at 2.30 Bankruptcy bldgs, Carey st

TULETT, ALFRED STEPHEN, Crockenhill, nr Dartford, Florist May 5 at 12.15 115, High st, Rochester

VARTY, JOHN CARMAULT, Gt Portland st, Oxford st, Ironmonger April 28 at 12 Bankruptcy bldgs, Carey st

WELLS, EBENEZER COURTENAY, Croydon, Auctioneer April 28 at 11.30 24, London sqp, Northampton Bridge

WENSLEY, HENRY, Cardiff, Hay Merchant April 25 at 10 117, St Mary st, Card ff

WHITEHEAD, ARTHUR, Sheffield April 25 at 3.30 Off Rec, Figtree ln, Sheffield

WHITEHEAD, JAMES, Otley, Yorks, Poultry Dealer April 25 at 11 Off Rec, 22, Park row, Leeds

WRIGHT, JOHN, Barrow by Chester, Farmer April 26 at 11.30 Crypt chmbrs, Eastgate row, Chester

ADJUDICATIONS.

ALLEN, ALBERT, Ilkeston, Lace Mechanic Derby Pet April 14 Ord April 14

ALLEN, JOHN BENNET, Ladywell, Kent, Timber Measurer Greenwich Pet April 15 Ord April 15

ANDERTON, CHRISTOPHER, Middlesbrough, Umbrella Maker Stockton on Tees Pet April 14 Ord April 14

ANSLOW, WILLIAM RICHARD, Choriton cum Hardy, nr Manchester, Commission Agent Salford Pet April 15 Ord April 15

BAUGH, EDWARD RICHARD, College hill, Cannon st, Stationer High Court Pet Feb 28 Ord April 16

BIRD, JAMES AUGUSTUS, Rusholme, Manchester, Mercantile Clerk Salford Pet April 15 Ord April 15

BRADY, FREDERIC HENRY, Hove, Brighton Brighton Pet June 26 Ord April 14

BRINDLEY, WILLIAM ARTHUR, Southwick, Staffs, Grocer West Bromwich Pet April 10 Ord April 15

CLARK, GEORGE, Bedminster, Bristol, Builder Bristol Pet April 9 Ord April 16

CLUTTON, JAMES, Colwyn Bay, Denbigh, Cab Proprietor Bangor Pet April 15 Ord April 15

COHEN, SIMON, Spitalfields, Cap Manufacturer High Court Pet March 5 Ord April 14

CRICHTON, JOHN, Gloucester, Draper's Traveller Gloucester Pet April 14 Ord April 14

CUNNINGHAM, JAMES DYMOKE, Wakefield, Plumber Wakefield Pet April 16 Ord April 16

DALY, HENRY PERCY, Kingston upon Hull, Solicitor Kingston upon Hull Pet March 19 Ord April 16

EDWARDS, EDWARD JOHN, Aberystwyth, Innkeeper Aberystwyth Pet April 8 Ord April 14

FISHMAN, HARRIS, Brunswick st, Hackney rd, Boot Manufacturer High Court Pet April 15 Ord April 15

GOODWIN, FRANCIS DAYKIN, Melton Mowbray, Builder Leicester Pet April 15 Ord April 15

GREASLEY, ARTHUR, Kingston on Hull, Valuer Kingston on Hull Pet April 14 Ord April 14

GREEN, CHARLES, West Bromwich, Staffs, Fruiterer West Bromwich Pet March 27 Ord April 12

GREEN, THOMAS HENRY, Torquay, Accountant Exeter Pet April 15 Ord April 15

HAMPSHIRE, THOMAS, Bancor, Carnarvon, Licensed Victualler Bangor Pet April 11 Ord April 14

HAYCOCK, HERBERT CLEMENT, Bedford sq, Printers' Manager High Court Pet April 14 Ord April 14

HOWE, JOHN, Penrith, Cumberland, Draper Carlisle Pet April 14 Ord April 14

HULL, GEORGE SKELTON, Mossley, Warwick, Merchant's Clerk Birmingham Pet April 15 Ord April 15

LYON, THOMAS CHARLES, Camborne, Cornwall, Grocer Truro Pet April 14 Ord April 14

MCLESTER, WILLIAM PEARSON, and PERCY BEDFORD, Adwalton, Yorks, Grocers Bradford Pet April 15 Ord April 15

MILLER, JOHN HENRY, Bungay, Suffolk, Grocer Gt Yarmouth Pet April 10 Ord April 15

NOTON, WILLIAM, Bakewell, Derby, Publican Derby Pet April 5 Ord April 14

PARSONS, PHILIP JOHN, Cardiff, Butcher Cardiff Pet March 24 Ord April 14

PEARL, ALEXANDER, Mare st, Hackney, Leather Factor High Court Pet April 16 Ord April 16

PEARSON, JOSEPH, Plympton, Devon, Butcher Plymouth Pet March 24 Ord April 15

ROBINSON, FRANK, and GEORGE ALBERT ROBINSON, Northwich, Painters Crewe Pet April 15 Ord April 15

STAINER, ALBERT JESSE, Mangotsfield, Glos, Farmer Bristol Pet April 11 Ord April 15

STEPHENS, JOHN, Ford, Devonport, Bootmaker Plymouth Pet April 16 Ord April 16

STRINGER, GEORGE, Menai Bridge, Anglesea, China Dealer Bangor Pet April 15 Ord April 15

TRINDER, GEORGE, sen, South Cerney, Glos, Dealer Swindon Pet April 15 Ord April 15

TWIST, SEPTIMUS REUBEN, and HENRY OSWALD TALBOT, Northampton, Brass Founders Northampton Pet April 14 Ord April 14
WALLER, LAURENCE MARY, Southport Liverpool Pet April 15 Ord April 15
WHITEHEAD, JAMES, Otley, Yorks, Poultry Dealer Leeds Pet April 12 Ord April 12
WHITTINGSLOW, WILLIAM BARTLETT, Stalybridge, Chester Grocer Ashton under Lyne Pet April 16 Ord April 16
WOOD, RICHARD, Bradford, Cabinet Maker Bradford Pet March 24 Ord April 14
WOODBRIDGE, FRANCIS, Holyport, nr Maidenhead, Brick Manufacturer Windsor Pet April 14 Ord April 14

Amended notice substituted for that published in the London Gazette of April 15:

YARWOOD, CHARLES EDWIN, Manchester, Fish Salesman Manchester Pet April 12 Ord April 12

London Gazette.—TUESDAY, April 22.

RECEIVING ORDERS.

BANHAM, FREDERICK, Wortwell, Norfolk, Farmer Ipswich Pet April 17 Ord April 17
BARNHAM, ALFRED CHARLES THOMAS, Hempnall, Norfolk, Wheelwright Ipswich Pet April 18 Ord April 18
BONNETT, GEORGE, Bristol, Insurance Agent Bristol Pet April 17 Ord April 17
BRIGGS, GEORGE HARRY, Manchester, Colour Merchant Manchester Pet April 2 Ord April 18
BUTLER, HENRY, Norwich, Assistant Schoolmaster Norwich Pet April 18 Ord April 18
CRAVEN, JOHN, Leeds, Hot Water Engineer Leeds Pet April 17 Ord April 17
DANIELS, RICHARD, Monton Green, Lancs, Fruiterer's Salesman Salford Pet April 18 Ord April 18
DAVIES, WILLIAM Merthyr Tydfil, Labourer Merthyr Tydfil Pet April 17 Ord April 17
DEAN, FRED, Upper Parkstone, Dorset, Butcher Poole Pet April 18 Ord April 18
GIBSON, ROBERT CHRISTMAS, Gorleston, Gt Yarmouth, Glass Dealer Gt Yarmouth Pet April 17 Ord April 17
HARTUNG, HARRIET, East Ham, Essex High Court Pet March 25 Ord April 18
HEMSWORTH, CHARLES, Halifax Halifax Pet April 18 Ord April 18
HUGHES, FREDERICK WILLIAM, Evesham, Worcester, Compositor Worcester Pet April 17 Ord April 17
INDER, BYRON, Roath, Cardiff, Baker Cardiff Pet April 18 Ord April 18
KING, JAMES, Wigan, Tailor Wigan Pet April 18 Ord April 18
LEE, FREDERICK THOMAS, Stroud, Glos, Tailor Gloucester Pet April 18 Ord April 18
LEVY, ABRAHAM, Swansea, General Dealer Swansea Pet April 18 Ord April 18
MONTFORD, JAMES HENRY PARKER, Stoke upon Trent, Incorporated Accountant Stoke upon Trent Pet April 5 Ord April 14
MOORE, JOSEPH WILLIAM, Eastbourne, Estate Agent Eastbourne Pet April 17 Ord April 17
NETTLESHIP, JOSEPH, Doncaster, Grocer Sheffield Pet March 25 Ord April 17
NORRIS, JOHN WALTER, Kennet rd, Furniture Remover High Court Pet April 17 Ord April 17
OLIVER, THOMAS FRANCIS, Leintwardine, Grocer Leominster Pet April 17 Ord April 17
PETTY, WILLIAM HENRY, Briarfield, Lancs, Painter Burnley Pet April 19 Ord April 19
PIDGEON, JAMES, Sparkbrook, Birmingham, Builder Wolverhampton Pet April 18 Ord April 18
PALE, HARRY, Birmingham, Haulier Birmingham Pet April 18 Ord April 18
SIEVIER, H P, King st, St James's High Court Pet Feb 1 Ord April 17
SPROUL, JAMES NEILSON, Eccles, Laundry Proprietor Salford Pet April 11 Ord April 17
THOMPSON, HENRY LANGDALE, Harrogate, Stationer York Pet April 18 Ord April 18
WALKER, WILLIAM HENRY, Bowes Park, Grocer Edmonton Pet March 17 Ord April 16
WILKINSON, FRED, Middlesbrough, Innkeeper Middlesbrough Pet April 17 Ord April 17
WOOD, JOHN, Darlington, Commercial Clerk Stockton on Tees Pet April 16 Ord April 16
WRIGHT, CHARLES FREDERICK, Urmston Salford Pet April 18 Ord April 18

Amended notice substituted for that published in the London Gazette of April 18:

KEMP, HARRY THOMAS, Manchester, Linen Goods Merchant Manchester Pet April 2 Ord April 14

FIRST MEETINGS.

BARRETT, WILLIAM LEWIS, Worthing, Surveyor May 15 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton
BENNETT, WILLIAM THOMAS, Devonport, Coal Merchant April 30 at 11 6, Athenæum ter, Plymouth
BLACKMORE, HENRY, Bideford, Grocer April 29 at 11.30 Off Rec, 5a, Hammett st, Taunton
CARTWRIGHT, GEORGE EDWARD, Louth, Baker April 29 at 12.30 Off Rec, 4, Castle pl, Park st, Nottingham
COLLIS, SAMUEL, Derby, Coal Merchant April 29 at 12 Off Rec, 47, Full st, Derby
CRAVEN, JOHN, Leeds, Hot Water Engineer April 29 at 12 Off Rec, 22, Park row, Leeds
CUNNINGHAM, JAMES DUNCAN, Wakefield, Plumber April 29 at 11 Off Rec, 6, Bond ter, Wakefield
LEE, GEORGE LEOPOLD, West Side, Clapham Common, General Draper April 29 at 12 30 24, Railway app, London Bridge
FIELDHOUSE, WILLIE, Morecambe, Music Dealer April 29 at 12 Off Rec, 14, Chapel st, Preston
FREEMAN, ALICE, Brighton, Toy Dealer May 1 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton
GOODWIN, FRANCIS DAYKIN, Melton Mowbray, Leicester, Builder April 29 at 12.30 Off Rec, 1, Berridge st, Leicester
GOOVAERTS, EDMOND, Maddox st, Publican April 30 at 12 Bankruptcy bldgs, Carey st
GREASLEY, ARTHUR, Kingston upon Hull, Valuer April 29 at 11 Off Rec, Trinity House la, Hull
GREEN, CHARLES, West Bromwich, Pork Butcher May 2 at 1.30 County Court, West Bromwich
HAMPSHIRE, THOMAS, Bangor, Licensed Victualler May 1 at 11.15 Ship Hotel, Bangor
HARRIS, WILLIAM, East Molesey, Surrey, Sausage Manufacturer April 30 at 11.30 24, Railway app, London Bridge
HERBERT, T, & Co, Leicester, Boot Manufacturers April 29 at 3 Off Rec, 1, Berridge st, Leicester
HOROBIN, THOMAS HENRY, Crowle, nr Doncaster, Newsagent April 29 at 12 Off Rec, Figtree la, Sheffield
HUGHES, FREDERICK WILLIAM, Evesham, Worcester, Compositor April 30 at 11.30 45, Copenhagen st, Worcester
KEAN, PETER OWEN, and WILLIAM KEAN, Seacombe, Chester, Newspaper Proprietors April 30 at 12 Off Rec, 35, Victoria st, Liverpool
KEMP, HARRY THOMAS, Manchester, Linen Goods Merchant April 30 at 3 Off Rec, Byrom st, Manchester
KING, JAMES, Wigan, Tailor April 30 at 3 19, Exchange st, Bolton
KLEIBER, BERNHARD, Cheshunt, Herts, Watchmaker April 29 at 12 Room 77, Temple chmbrs, Temple av
LANGDALE, WILFRED, Wolverhampton, Staffs, Grocer April 30 at 10.30 Off Rec, Wolverhampton
MACKERETH, JOHN, Cockerham, Lancs, Farmer April 29 at 11.30 Off Rec, 14, Chapel st, Preston
MIDGLEY, SAMUEL, Brierfield, Lancs, Grocer April 29 at 11 Off Rec, 14, Chapel st, Preston
MOORE, JOSEPH WILLIAM, Eastbourne, Estate Agent April 29 at 2 Messrs Coles & Sons, Seaside rd, Eastbourne
PARRY, KATE HELEN, Holyhead, Schoolmistress May 1 at 11 Ship Hotel, Bangor
PEARL, ALEXANDER Mare st, Hackney, Leather Factor April 30 at 12 Bankruptcy bldgs, Carey st
POOLE, GEORGE HENRY, Southwark, Baker May 1 at 3.30 Bankruptcy bldgs, Carey st
ROBERTS, JOSEPH RICHARD, Liverpool, Chemical Manufacturer April 30 at 12.30 Off Rec, 35, Victoria st, Liverpool
RUSBY & Co, Arlingford rd, Tulse Hill, Underclothing Manufacturer May 1 at 11 Bankruptcy bldgs, Carey st
SANDERSON, ARTHUR JAMES, Brixton, Company Promoter April 30 at 11 Bankruptcy bldgs Carey st
SHERWIN, GEORGE HENRY, Rochdale, Mechanic May 2 at 11.15 Townhall, Rochdale
STEPHENS, JOHN, Devonport, Bookmaker April 29 at 11 6, Athenæum ter, Plymouth
TENNET, WILLIAM, Middlesbrough, Accountant May 2 at 12.30 Off Rec, 8, Albert rd, Middlesbrough
THOMPSON, HENRY LANGDALE, Harrogate, Stationer May 1 at 1 Off Rec, The Red House, Duncombe pl, York
TRINDER, GEORGE, sen, South Cerney, Glos, Dealer April 30 at 11 Off Rec, 38, Regent circus, Swindon
TWIST, SEPTIMUS REUBEN, and HENRY OSWALD TALBOT, Northampton, Iron Founders April 30 at 12 Off Rec, Bridge st, Northampton
WALSH, WILLIAM, Nottingham, Traveller April 29 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
WATSON, THOMAS SAMUEL, Great Bridge, West Bromwich, Pork Butcher May 2 at 1.15 County Court, West Bromwich
WAY, JOHN HORSFALL, Metropolitan Cattle Market, Licensed Victualler May 2 at 11 Bankruptcy bldgs, Carey st
YARWOOD, CHARLES EDWIN, Manchester, Fish Salesman April 30 at 2.30 Off Rec, Byrom st Manchester

Amended notice substituted for that published in the London Gazette of April 15:

NEISEL, AUGUST, Cleveland mews, Fitzroy sq, Cabinet Maker April 28 at 2.30 Bankruptcy bldgs, Carey st